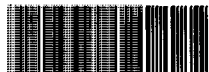


RRSM

*Resources for Responsible Site Management, Inc.
Trustee for the Industri-plex Site Custodial Trust*



SDMS DocID

485966

May 24, 2011

A Subsidiary of GETG, Inc.
Greenfield Environmental Trust Group, Inc.
P.O. Box 487
Chestnut Hill, MA 02467 /
44 Shattuck Road
Watertown, MA 02472
Telephone: (617) 512-8063
Facsimile: (866) 871-7668

Jennifer McWeeney, Industri-Plex Superfund Site Project Manager
Department of Environmental Protection
Bureau of Waste Site Cleanup
One Winter Street, 6th Floor
Boston, MA 02108

Joseph LeMay, EPA Remedial Project manager
Industri-Plex Superfund Site—Woburn
United States Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (MC OSRR07-4)
Boston, MA 02109-3912

RE: Industri-plex Superfund Site – Inauguration of Institutional Controls
Parcel IC-30, Woburn, MA

Dear Jennifer and Joe:

Consistent with the requirements of the Plan of Inauguration for Institutional Controls at the Industri-Plex Superfund Site (Operable Unit No.1), dated April 2010, approved by the United States Environmental Protection Agency and the Massachusetts Department of Environmental Protection, please find enclosed a complete set (one for each of you) of Registry certified copies of all Grant of Environmental Restriction and Easement ("GERE") documents for the parcel known as IC-30. Please note that each set consists of two marked packages: 1 complete set of unregistered land side materials and 1 complete set of registered land side materials.

Sincerely,

Marc Weinreich
Vice-President, RRSM
Trustee for the Custodial Trust
Industri-plex Superfund Site

Enclosure--Complete Registry Certified Copy of GERE

Superfund Records Center

SITE: INDUSTRI-PLEX 911

BREAK: 8.7

OTHER: 485966

CERT. XC

1 complete set

Unregistered land side
materials.

LORRAINE B. SWEENEY
ROBERT F. SWEENEY, JR.
ATTORNEYS AT LAW
1071 CANTON AVENUE
MILTON, MA 02186

TEL. (617) 698-0290

CELL (617) 519-9836 (LBS)
PAGER (617) 465-2125 (RFS)
TELEFAX (617) 698-6269

Attached are selected pages from MDSX South Registry of Deeds electronic grantor indices showing the reciprocal marginal references between the 1992 foreclosure deed in favor of Resources for Responsible Site Management, Inc., Trustee of Industri-plex Site Interim Custodial Trust and the 2011 "GERE" document in favor of Comm. of Mass., D.E.P.

The Registry of Deeds does not certify portions of its record indices.

A handwritten signature in cursive script, appearing to read "Robert F. Sweeney, Jr.", is written in dark ink.

Registry of Deeds

William Francis Galvin, Secretary of the Commonwealth
Middlesex South - Eugene C. Brune, Register

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Town: WOBURN							
Number	File Date	Type Desc.	# Pgs.	Cert No	Book/Volume/Page	Court Case No	Consideration
91	09/12/1997	FORECLOSURE DEED	16		OR /27665/602		50.00
Street#		Street Name			Description		
		COMMERCE WY			SEE RECORD		
Grantor			<u>DANNOLFO FRANK P &AL TRS</u> <u>MARK-PHILLIP TRUST /S TRS</u> <u>MARTINEK SHIRLEY J &AL TRS</u> <u>SAITZ SAMUEL &AL TRS</u> <u>RESOURCES FOR RESPONSIBLE SITE MANAGEMENT INC TR M</u> <u>INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST /S TR M</u> <u>DANNOLFO WILLIAM D &AL TRS</u>				
Grantee			<u>RESOURCES FOR RESPONSIBLE SITE MANAGEMENT INC TR</u> <u>INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST /S TR</u>				
Marginal Reference Documents			(12510/357) <u>56714/42</u> 2011 EASEMENT				

DOCUMENT IS IN WORKFLOW

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-  [High Quality Document Viewer](#) (Requires TIFF Plug-In) [Click here](#) for Instructions.
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Registry of Deeds

William Francis Galvin, Secretary of the Commonwealth
Middlesex South - Eugene C. Brune, Register

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"GERE"

Town: WOBURN							
Number	File Date	Type Desc.	# Pgs.	Cert No	Book/Volume/Page	Court Case No	Consideration
65871	04/08/2011	EASEMENT	73		56714/42		0.00

Street#	Street Name	Description
30	ATLANTIC AVE	

Grantor	MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST RESOURCES FOR RESPONSIBLE SITE MANAGEMENT INC TR
Grantee	
Marginal Reference Documents	27665/602 1997 FORECLOSURE DEED

Document is Verified/Certified

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Middlesex Registry of Deeds,
Southern District
Cambridge, Massachusetts
Plan No. 20 of 20
Rec'd 3-31-2011
at 11:42 AM

Attest
Lucy C. Brown
Register

FOR REGISTRY USE

SURVEY CONTROL NETWORK POINTS

POINT #	NORTHING (FEET)	EASTING (FEET)	ELEV. (FEET)	DESC.
9	554787.93	695334.79	93.29	MAGN(S)
117	554935.71	696605.05	119.44	I.PIN(F)
118	554997.69	696744.31	124.49	I.PIN(F)
119	554977.42	696743.93	125.72	I.PIN(F)
120	556005.46	696613.05	95.27	C.B.(F)
128	555312.88	696740.29	115.51	I.PIN(F)
129	555279.16	696890.59	117.47	I.PIN(F)
132	554847.71	694915.95	78.43	I.PIN(F)
133	555086.86	695126.18	95.01	P.K.(F)
134	555102.48	695256.34	96.55	I.PIN(F)
135	555142.01	695222.63	90.28	P.K.(F)
216	553575.07	697396.19	72.34	DISK
218	554038.23	696400.64	91.30	I.PIN(S)
219	554833.75	696498.97	113.51	DISK
220	554921.67	695784.06	73.06	D.H.(F)
221	554863.96	695486.38	98.35	P.K.(F)
301	552991.99	695650.71	67.70	G.B.(F)
302	552983.08	695726.35	68.00	G.B.(F)
303	552824.40	695720.82	66.92	G.B.(F)
828	552899.66	695203.98	72.68	RRSPK(S)
831	555171.27	696067.95	92.16	PIN(C/S)
834	555080.77	695290.39	96.82	PIN(C/S)
850	553166.01	695458.74	66.79	P.K.(F)
858	553407.27	694721.18	73.66	P.K.(S)
871	553005.63	694989.59	75.27	P.K.(S)
872	553190.49	694871.47	74.38	P.K.(S)
873	553293.14	694886.21	73.74	PIN(C/S)
874	553152.45	695225.83	72.96	P.K.(S)
887	553569.05	697762.19	74.67	G.B.(S)
888	553762.69	698088.18	75.48	G.B.(F)
889	553895.58	698391.10	74.41	PIN(C/S)
894	553002.10	698412.19	69.40	MAGN(S)
895	552730.89	697787.70	67.50	MAGN(S)
910	554648.09	696120.30	106.02	PIN(C/S)
919	553826.01	695995.76	79.40	PIN(C/S)
921	553411.21	696193.36	78.92	PIN(C/S)
922	552932.86	696420.08	71.72	DISK
923	553120.20	696816.46	72.78	DISK
924	553462.81	697331.77	68.39	DISK
925	553842.55	697009.22	94.88	PIN(C/S)
926	554203.87	697060.28	79.00	DISK
927	553812.75	696737.39	107.69	PIN(C/S)
928	552561.74	696815.28	88.15	PIN(C/S)
929	552790.55	697119.09	71.75	PIN(C/S)
930	553018.55	697429.53	68.02	DISK
931	554521.49	694626.27	87.39	D.H.(F)
932	554421.26	694348.31	101.39	G.B.(F)
933	554251.87	694364.55	90.95	PIN(C/S)
934	553498.56	694623.81	69.94	PIN(C/S)
935	553378.01	694317.96	72.10	PIN(C/S)
936	553290.51	694245.09	81.03	PIN(C/S)
937	553114.85	694221.58	97.94	PIN(C/S)
938	552836.93	694953.72	80.60	DISK
945	554503.77	694824.96	74.68	P.K.(F)
947	552692.72	695376.15	65.92	DISK
948	552343.09	695555.77	63.57	C.B.(S)
949	552438.47	696030.92	71.73	DISK
950	552035.73	696313.53	68.40	G.B.(S)
951	551631.65	697151.14	65.87	DISK
952	551433.89	697800.32	73.68	DISK
953	551087.91	698466.50	63.64	DISK
955	551532.44	698410.23	63.71	DISK
956	551861.31	698260.16	65.21	DISK
957	552364.26	698003.18	67.73	G.B.(F)
960	554579.37	695877.56	96.32	G.B.(S)
961	554434.15	695774.84	85.91	G.B.(S)
962	553960.20	695295.87	79.76	G.B.(S)
963	553612.09	695482.70	78.81	DISK
964	553810.04	696003.73	79.67	G.B.(S)
965	553424.46	696186.34	79.67	G.B.(S)
966	553373.67	695576.30	77.68	DISK
967	553108.66	695695.24	76.92	DISK
968	552790.10	695786.11	73.69	DISK
971	554878.15	696698.61	129.11	PIN(C/S)
972	556073.02	698822.69	125.79	PIN(C/S)
973	555324.98	697186.40	117.15	PIN(C/S)
974	555328.29	697548.91	96.63	G.B.(F)
978	555238.37	697940.64	70.49	G.B.(S)
979	555115.28	698075.18	87.78	PIN(C/S)
980	554928.03	698008.18	80.93	PIN(C/S)
981	554828.02	697781.52	67.51	G.B.(S)
982	554608.27	697650.96	76.95	DISK
983	554337.91	697697.91	77.28	MAGN(S)
984	554073.15	697638.96	76.58	PIN(C/S)
985	554080.37	697650.88	75.15	PIN(C/S)

SURVEY CONTROL NETWORK POINTS

POINT	NORTHING (FEET)	EASTING (FEET)	ELEV. (FEET)	DESC.
986	553791.19	697828.87	72.71	G.B.(F)
10874	553119.80	695375.82	69.28	G.B.(F)
10875	553250.96	695361.95	69.88	G.B.(F)
10941	553209.59	695443.61	67.53	G.B.(F)
52003	553504.76	694675.40	69.61	I.PIN(F)
65000	552811.04	694811.44	-81.43	G.B.(F)
65004	553493.08	694795.99	-68.28	G.B.(F)
65005	553431.74	694740.48	-78.60	G.B.(F)
65011	552626.22	694850.12	75.34	I.PIN(F)
65016	552373.95	695412.38	64.04	I.PIN(F)
65018	551650.24	696899.13	59.14	C.B.(F)
65019	553266.67	696998.63	71.39	I.PIN(F)
65057	551335.71	698564.07	N/A	C.B.(F)
65058	551388.23	698534.25	N/A	G.B.(F)
65061	553395.08	694895.50	74.08	I.PIN(F)
62001	553285.48	694294.18	77.01	I.PIN(F)
65000	552990.73	694384.08	81.27	DISK
65001	554187.89	694605.57	-73.26	G.B.(S)
65002	553508.43	695088.74	-70.95	G.B.(S)
65003	552503.26	696521.21	65.89	G.B.(S)
65004	552366.69	696530.85	66.78	G.B.(S)
65005	553396.98	697140.89	74.08	DISK
65006	552744.10	697194.90	65.26	DISK
65007	555217.20	697514.54	90.27	G.B.(F)
65016	553829.73	698214.01	76.93	G.B.(F)
65017	553712.31	698725.05	66.57	G.B.(F)
65018	552588.82	698672.03	69.10	G.B.(F)

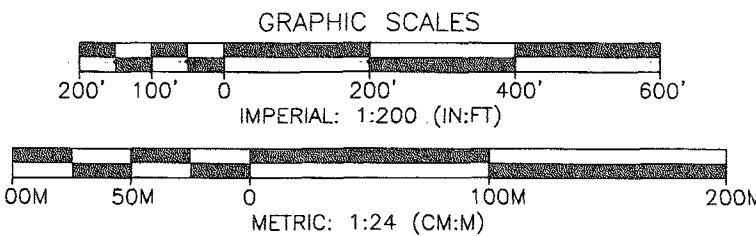
LOT # CHART

LOT #	TAX MAP #	ADDRESS
LOT IC-1	4-7-9	229 NEW BOSTON STREET
LOT IC-2	4-7-9	225 NEW BOSTON STREET
LOT IC-3	9-2-3	223 NEW BOSTON STREET R
LOT IC-4	9-2-4	223 NEW BOSTON STREET
LOT IC-5	9-2-5	219 NEW BOSTON STREET
LOT IC-6	9-2-6	217 NEW BOSTON STREET
LOT IC-7	9-2-8	211 NEW BOSTON STREET
LOT IC-8	9-2-8	NEW BOSTON STREET
LOT IC-9	9-7-3	MERRIMAC STREET
LOT IC-10	9-1-5	MERRIMAC STREET
LOT IC-11	9-1-6	204 MERRIMAC STREET
LOT IC-12	9-1-7	225 MERRIMAC STREET
LOT IC-13	9-1-8	216 NEW BOSTON STREET
LOT IC-14	9-7-4	210 NEW BOSTON STREET
LOT IC-15	31-2-2	N/A
LOT IC-16	15-1-1	41 ATLANTIC AVENUE
LOT IC-17	10-1-8	204 ATLANTIC AVENUE
LOT IC-18	10-1-4	20 ATLANTIC AVENUE
LOT IC-19	10-1-5	10 ATLANTIC AVENUE
LOT IC-20	10-1-3	120 COMMERCIAL WAY
LOT IC-21	10-1-1	130 COMMERCIAL WAY
LOT IC-22	10-1-1	COMMERCIAL WAY
LOT IC-23	10-1-9	ATLANTIC AVENUE
LOT IC-24	10-1-12	COMM. WAY & ATLANTIC
LOT IC-25	10-1-17	SEE IC-28
LOT IC-26	5-1-1	N/A
LOT IC-27	5-1-3	N/A
LOT IC-28	5-1-1	315 NEW BOSTON STREET
LOT IC-29	4-7-1	NEW BOSTON STREET R
LOT IC-30	10-1-6	30 ATLANTIC AVENUE
LOT IC-31	10-1-7	100 ATLANTIC AVENUE
LOT IC-32	5-1-9	236 PRESIDENTIAL WAY
LOT IC-33	5-1-8	225 PRESIDENTIAL WAY
LOT IC-34	5-4-3	PRESIDENTIAL WAY
LOT IC-35	6-4-2	200 PRESIDENTIAL WAY
LOT IC-36	5-4-6	PRESIDENTIAL WAY
LOT IC-37	5-4-4	300 PRESIDENTIAL WAY
LOT IC-38	5-4-5	400 PRESIDENTIAL WAY
LOT IC-39	10-1-16	101 COMMERCIAL WAY
LOT IC-40	10-1-2	112 COMMERCIAL WAY
LOT IC-41	10-1-19	103 COMMERCIAL WAY
LOT IC-42	10-1-20	99 COMMERCIAL WAY
LOT IC-43	10-1-18	COMMERCIAL WAY LOT 2
LOT IC-44	5-1-1	COMMERCIAL WAY LOT 4

REFERENCE PLANS:

- "REGIONAL TRANSPORTATION CENTER - WOBURN, MASSACHUSETTS" ALTERNATE COVER DESIGN - ISSUED FOR EPA/DEP APPROVAL, DATE ISSUED: MAY 16, 1995 LATEST ISSUE: JULY 26, 1996, BY VANASSE HANGEN BRUSTLIN, INC., WATERTOWN, MA
- "INDUSTRIAL-PLEX SITE - WOBURN, MASSACHUSETTS - 100% DESIGN REPORT, PART 1 - REMEDIAL WORK FOR SOIL, SEDIMENTS AND AIR - VOLUME 7 OF 8", PREPARED BY GOLDER ASSOCIATES, MT. LAUREL, N.J., APRIL 25, 1992.
- "SUBDIVISION PLAN OF LAND IN WOBURN - MASSPORT SURVEY UNIT, SURVEYORS OCTOBER 21, 1996", SCALE: 1"=120', CERT. OF TITLE NO. 211736 BOOK 1188 PAGE 186 RECORDED AS PLAN NO. 7312-1 ON DECEMBER 13, 1999 AT SOUTH REGISTRY DISTRICT OF MIDDLESEX COUNTY.
- "PLAN OF LAND IN WOBURN, MA", SCALE: 1"=100', DATED MARCH 2, 1977 BY DANA F. PERKINS & SONS, INC. (RECORDED IN SRDMS AS PLAN NO. 301 OF 1977).
- "APPROVAL NOT REQUIRED - 112 COMMERCIAL WAY - 30 ATLANTIC AVENUE - WOBURN, MA", PREPARED FOR NATIONAL DEVELOPMENT, SCALE 1"=80' DATED MAY 23, 2008 AND LAST REVISED 6/10/08 BY ALLEN & MAJOR ASSOCIATES, INC. (RECORDED IN MRDSD AS PLAN NO. 532 OF 2008.)
- "INDEX PLAN OF - LAND COURT SUBDIVISION - IN - WOBURN, MA" PREPARED FOR THE NORTHEAST REGIONAL TRANSPORTATION CENTER BY MASSACHUSETTS PORT AUTHORITY, DATED OCTOBER 21, 1996, SHEETS 1-6, LOC 7312.

LOCUS:
SCALE: 1"=200'±



NOTES:

- THE OWNER OF RECORD FOR LOT IC-30 IS RESOURCES FOR RESPONSIBLE SITE MANAGEMENT, INC., AS TRUSTEE FOR THE INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST - P.O. BOX 487, CHESTNUT HILL, MA. 02467, DEED REFERENCE TO PARCEL IS TRANSFER CERTIFICATE #208396 BOOK 1177 PAGE 46, DATED AUGUST 1, 1997 (REGISTERED LAND) AND BOOK 27665 PAGE 602 DATED AUGUST 1, 1997 (RECORDED LAND), FILED IN THE LAND REGISTRATION OFFICE OF THE SOUTH REGISTRY DISTRICT OF MIDDLESEX COUNTY.
- THE PURPOSE OF THIS PLAN SET IS TO DEFINE AND LOCATE A GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT TO BE PLACED UPON LOT IC-30. THIS PLAN SET WILL DEFINE LIMITS OF THE RESTRICTED AREAS UPON LOT IC-30. THE RESTRICTED AREAS CONSIST OF ONE OR MORE "CLASSES OF LAND," CLASS A, CLASS B, CLASS C AND CLASS D LAND, TO THE EXTENT THAT LOT IC-30 CONTAINS EACH SUCH CLASS OF LAND. THIS PLAN SET WILL ALSO DEFINE LIMITS OF ENGINEERED AND EQUIVALENT COVER WITHIN THE RESTRICTED AREAS.
- THE INFORMATION CONTAINED HEREIN IS THE RESULT OF AN ON-SITE FIELD SURVEY PERFORMED BY MERIDIAN LAND SERVICES, INC. DURING THE PERIOD OF SEPTEMBER, 1993 THROUGH JANUARY, 2000.
- IN GENERAL, PLAN GRAPHICS SUCH AS BUILDINGS, WALKWAYS, CONCRETE PADS, EDGES OF PAVEMENT, CURBING, DRAINAGE FEATURES, ETC. WERE LOCATED FROM A FIELD SURVEY BY THIS OFFICE. ADDITIONAL GRAPHIC REPRESENTATIONS, NOT FIELD LOCATED, SUCH AS NON-GERMANE EDGES OF PAVEMENT, FENCE LINES, WATER COURSES AND ABUTTING DETAIL WERE TAKEN FROM REFERENCE PLANS 1 AND 2. THE LATTER MENTIONED DETAIL WILL BE REFERENCED ON THE PLAN WITHIN THE APPROPRIATE AREAS.
- THE CONSTRUCTION SURVEY CONTROL NETWORK USED BY MERIDIAN LAND SERVICES, INC. WAS DERIVED ENTIRELY FROM THE EXISTING SITE CONTROL POINTS PROVIDED BY GOLDER ASSOCIATES AND VHB, INC., AS SHOWN ON REFERENCE PLAN 1, SHEET C-2 AND REFERENCE PLAN 2, SHEETS 11-1A THRU 11-1D.
- THE COORDINATES AND ELEVATIONS OF THE EXISTING SITE CONTROL POINTS ARE BASED ON MASSACHUSETTS GRID COORDINATE SYSTEM/NAD-27 (NORTH AMERICAN DATUM OF 1927) AND NGVD-29 (THE NATIONAL GEODETIC VERTICAL DATUM OF 1929), AS STATED IN THE REFERENCE PLAN 2 NOTE 3 & SUBSEQUENTLY VERIFIED BY THIS OFFICE VIA GPS (GLOBAL POSITIONING) IN 2001.
- A BOUNDARY "TIE IN" SURVEY WAS PERFORMED BY MERIDIAN LAND SERVICES, INC. PROPERTY LINES SHOWN HEREON WERE COMPILED AND MATHEMATICALLY COMPUTED FROM LAND COURT CASE NUMBER 7312. THESE COMPUTED PLANS WERE "BEST FIT" TO THE PROJECT COORDINATE SYSTEM USING NUMEROUS FIELD LOCATED MONUMENTS. SEE REFERENCE PLAN #3 FOR BOUNDARY LINES PERTAINING TO THIS PARCEL. USE REFERENCE PLAN #3, WHICH IS A RECORDED PRECISE BOUNDARY PLAN, TO CONVEY THE FEE TITLE TO THE PROPERTY.
- LAND CLASSIFICATION LINES SHOWN HEREON WERE TAKEN FROM REFERENCE PLAN 2.
- FOR MORE INFORMATION REGARDING THE REMEDY OR CLEAN CORRIDORS ON THIS PARCEL, PLEASE SEE THE COVER CERTIFICATION REPORT AND/OR AS-BUILT RECORDS ON FILE AT THE EPA RECORDS CENTER, OR THE WOBURN PUBLIC LIBRARY.

CERTIFICATIONS:

THE UNDERSIGNED, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, HEREBY CERTIFIES THAT THE INFORMATION ON THESE RECORD PLANS CONTAINED HEREIN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS, OF MIDDLESEX COUNTY.

I CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

THE CERTIFICATION SHOWN ABOVE IS INTENDED TO MEET THE MIDDLESEX COUNTY REGISTRY OF DEEDS REQUIREMENTS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN HEREON.

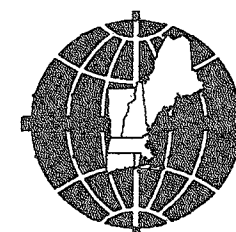
Michael J. Hammer
PROFESSIONAL LAND SURVEYOR
DATE 3-29-11

PLAN OF RESTRICTED AREAS
(LOCUS & SURVEY CONTROL NETWORK)
PREPARED FOR:
(NOW OR FORMERLY)

RESOURCES FOR RESPONSIBLE
SITE MANAGEMENT, INC., AS
TRUSTEE FOR THE INDUSTRI-PLEX
SITE INTERIM CUSTODIAL TRUST

LOT IC-30
WOBURN, MASSACHUSETTS

SCALE: 1" = 200' JANUARY 12, 2004



MERIDIAN

Land Services, Inc.

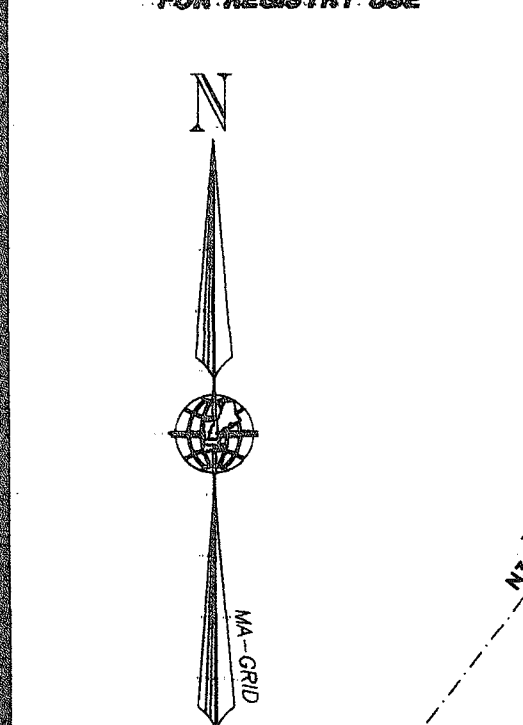
31 OLD NASHUA ROAD AMHERST, NEW HAMPSHIRE 03031
MAILING ADDRESS: PO BOX 118 MILFORD, NEW HAMPSHIRE 03055-0118
TEL 603-673-1441 FAX 603-673-1584 MERIDIAN@MERIDIANLANDSERVICES.COM

ENGINEERS - LAND SURVEYORS - SCIENTISTS - LAND PLANNERS

FILE:290038R1J1.dwg PROJECT NO. 2900.38 SHEET NO. 1 OF 3

PLAN NO. 180-3
2011
FOR REGISTRY USE

FOR REGISTRY USE



MA GRID

SURVEY CONTROL (DISK SET) #949

CLASS B LAND

CLASS C LAND

CLASS D LAND

CLASS E LAND

CLASS F LAND

CLASS G LAND

CLASS H LAND

CLASS I LAND

CLASS J LAND

CLASS K LAND

CLASS L LAND

CLASS M LAND

CLASS N LAND

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CLASS V LAND

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CLASS X LAND

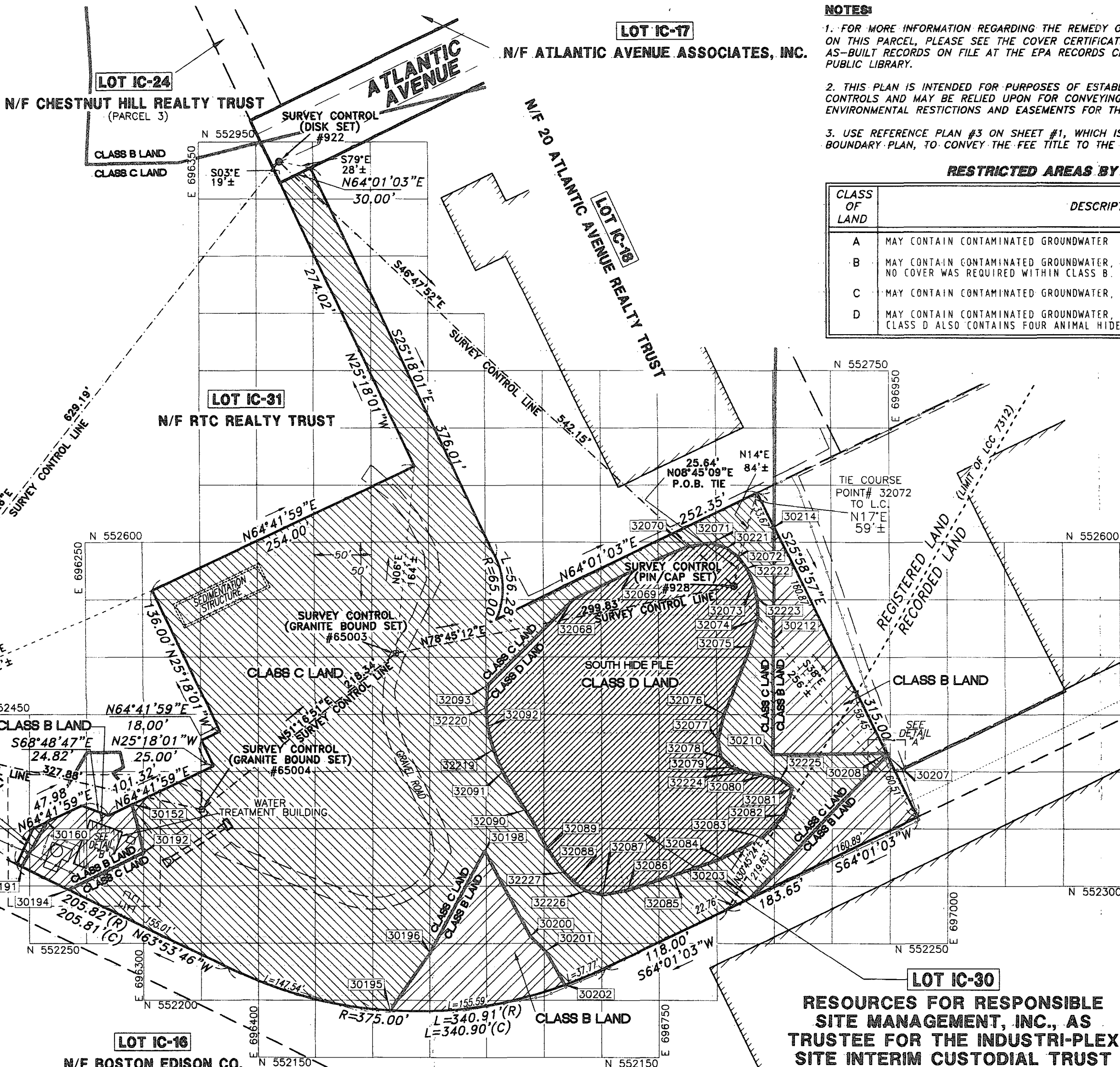
CLASS Y LAND

CLASS Z LAND

CLASS AA LAND

CLASS AB LAND

CLASS AC LAND



N/F BOSTON EDISON CO. (PARCEL 4)

N/F CHESTNUT HILL REALTY TRUST (PARCEL 3)

N/F ATLANTIC AVENUE ASSOCIATES, INC.

N/F ATLANTIC AVENUE REALTY TRUST

N/F 112 COMMERCE WAY, LLC.

N/F METRONORTH BUSINESS CTR. LLC

N/F SUN METRONORTH, LLC. (99 COMMERCE WAY)

N/F MARSHALL'S INC. #88 (86 COMMERCE WAY)

N/F RTC REALTY TRUST

N/F 112 COMMERCE WAY, LLC.

N/F METRONORTH BUSINESS CTR. LLC

N/F SUN METRONORTH, LLC. (99 COMMERCE WAY)

N/F MARSHALL'S INC. #88 (86 COMMERCE WAY)

N/F RTC REALTY TRUST

N/F 112 COMMERCE WAY, LLC.

N/F METRONORTH BUSINESS CTR. LLC

- NOTES:
1. FOR MORE INFORMATION REGARDING THE REMEDY OR CLEAN CORRIDORS ON THIS PARCEL, PLEASE SEE THE COVER CERTIFICATION REPORT AND/OR AS-BUILT RECORDS ON FILE AT THE EPA RECORDS CENTER, OR THE WOBURN PUBLIC LIBRARY.
 2. THIS PLAN IS INTENDED FOR PURPOSES OF ESTABLISHING INSTITUTIONAL CONTROLS AND MAY BE RELIED UPON FOR CONVEYING A GRANT OF ENVIRONMENTAL RESTRICTIONS AND EASEMENTS FOR THAT PURPOSE.
 3. USE REFERENCE PLAN #3 ON SHEET #1, WHICH IS A RECORDED PRECISE BOUNDARY PLAN, TO CONVEY THE FEE TITLE TO THE PROPERTY.

RESTRICTED AREAS BY CLASSES OF LAND

CLASS OF LAND	DESCRIPTION
A	MAY CONTAIN CONTAMINATED GROUNDWATER
B	MAY CONTAIN CONTAMINATED GROUNDWATER, AND MAY CONTAIN CONTAMINATED SOILS. NO COVER WAS REQUIRED WITHIN CLASS B.
C	MAY CONTAIN CONTAMINATED GROUNDWATER, AND CONTAINS CONTAMINATED SOIL AND COVER.
D	MAY CONTAIN CONTAMINATED GROUNDWATER, AND CONTAINS CONTAMINATED SOIL AND COVER. CLASS D ALSO CONTAINS FOUR ANIMAL HIDE PILES.

RESTRICTED AREAS BY CLASSES OF LAND

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RESOURCES FOR RESPONSIBLE SITE MANAGEMENT, INC., AS TRUSTEE FOR THE INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST

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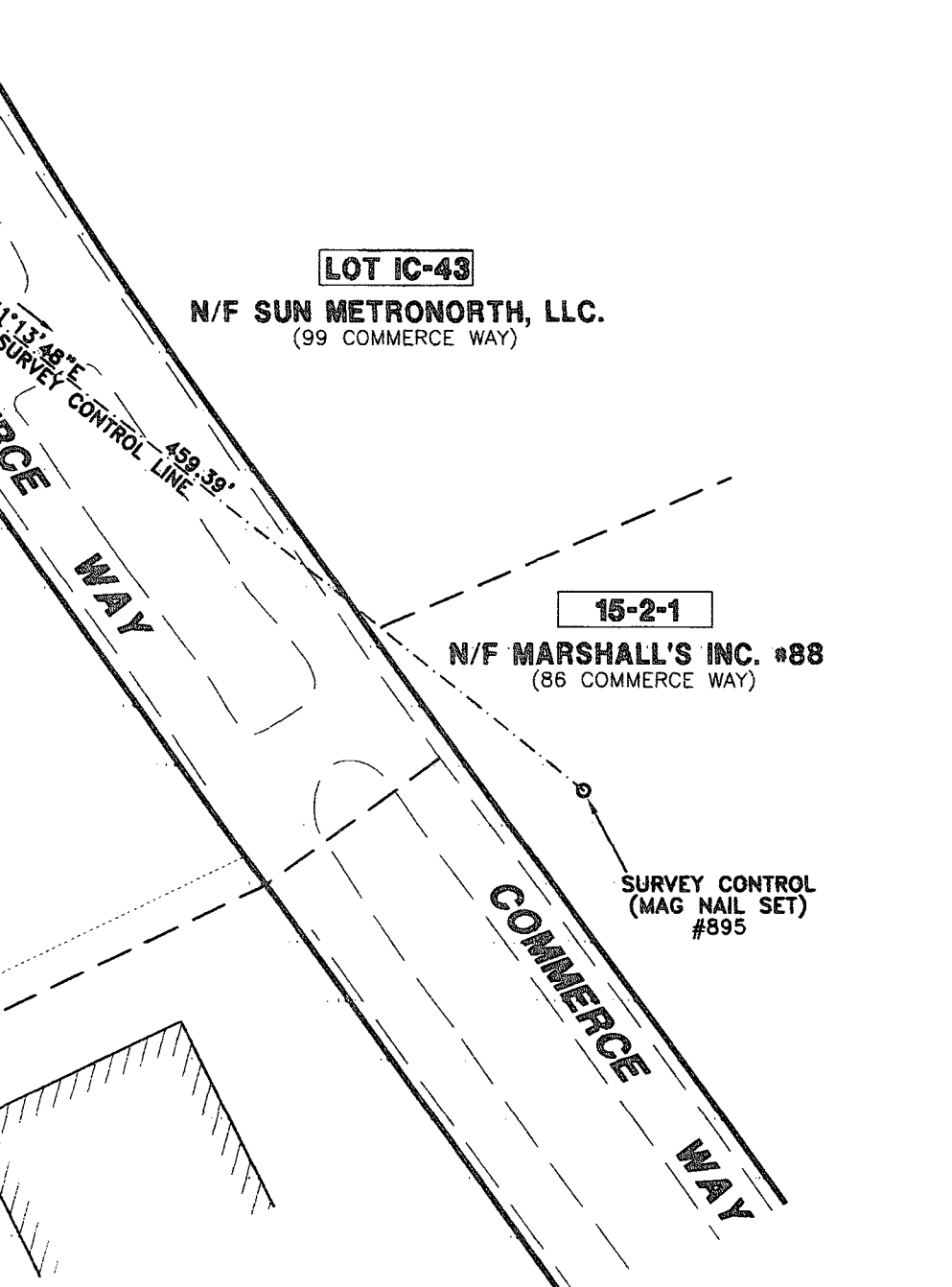
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RESOURCES FOR RESPONSIBLE SITE MANAGEMENT, INC., AS TRUSTEE FOR THE INDUSTRI-PLEX SITE INTERIM CUSTODIAL TRUST



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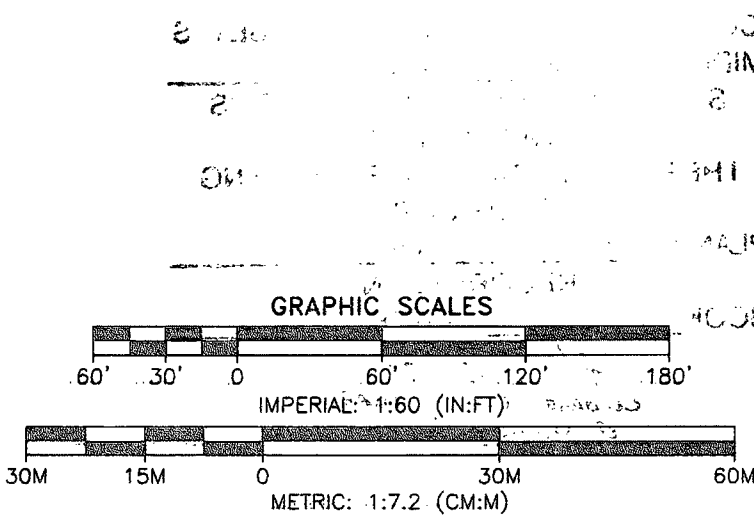
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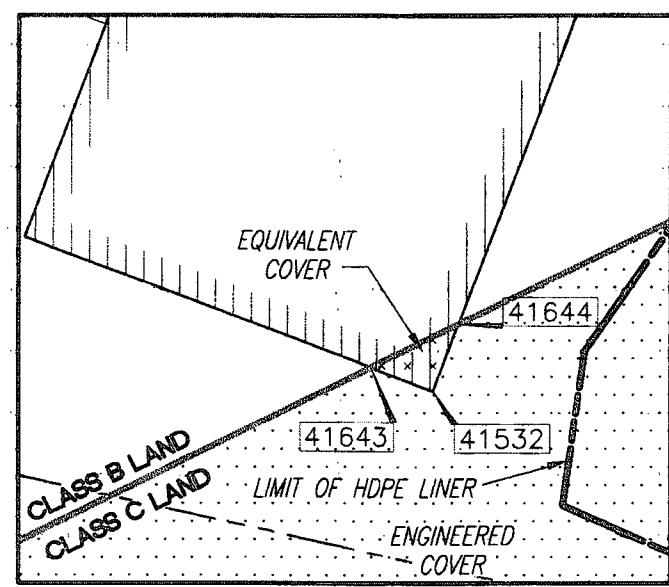
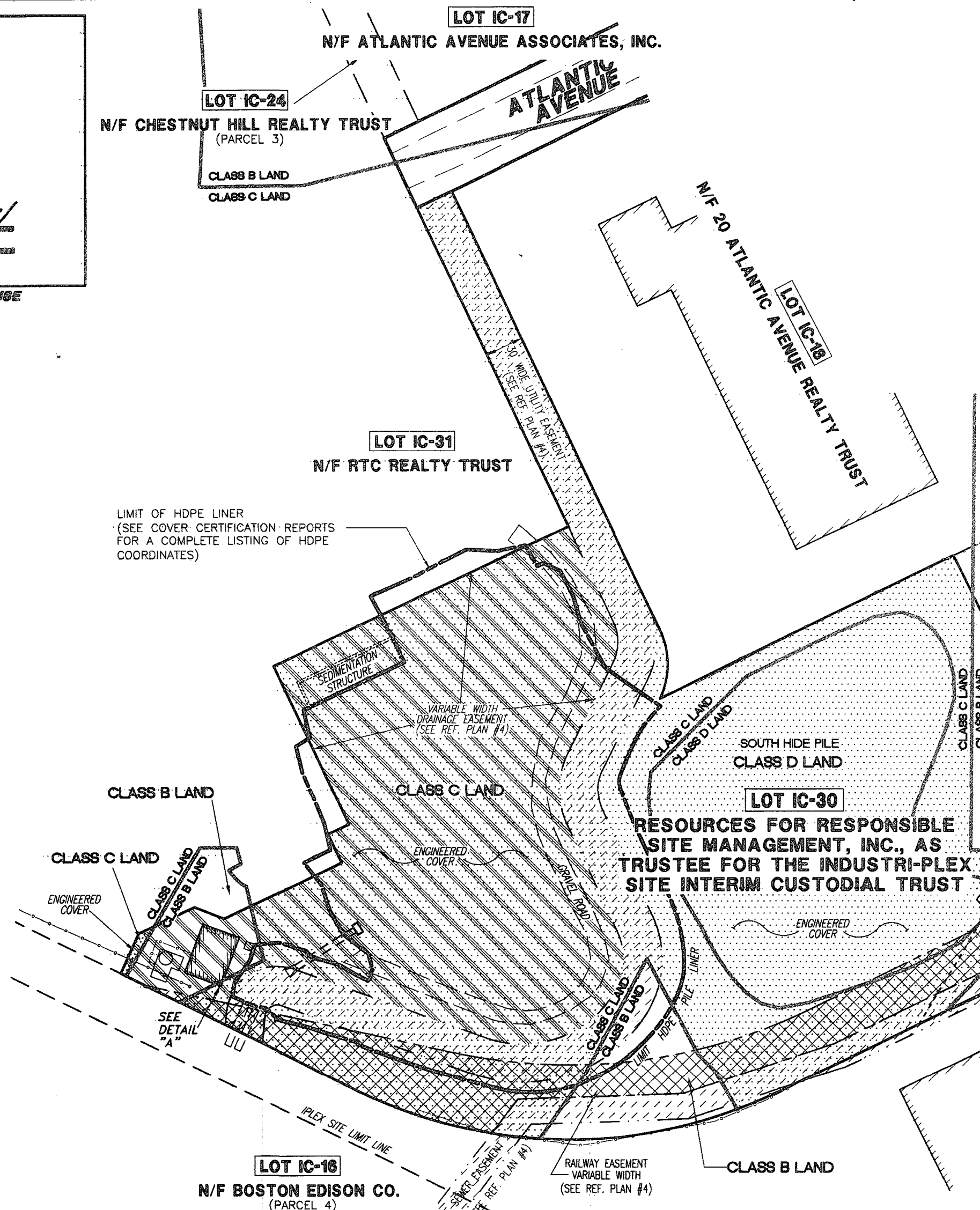
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18033
2011
3-3
FOR REGISTRY USE



REV.	DATE	DESCRIPTION	C/O	DR	CK
J	12/02/09	MINOR REVISIONS		RJD	RJD
I	1/09/09	REVISIONS PER LLA PLAN NO. 532 OF 2008	RRSM	DBH	MDP
H	3/07/08	RRSM COMMENTS OF 3/06/08	RRSM	DBH	MDP
G	9/28/07	EPA & DEP COMMENTS OF 8/29/07	ISRT	CAC	MDP
F	5/15/07	EPA & DEP COMMENTS 12/19/06	ISRT	CAC	MDP
E	11/8/06	EPA & DEP COMMENTS 10/26/06	ISRT	CAC	MDP
D	8/8/06	EPA & DEP COMMENTS 6/20/06	KL	MDP	JGK
C	2/9/05	EPA & DEP COMMENTS 7/12/04	KL	MDP	JGK
B	5/17/04	EPA COMMENTS OF 3/11/04	JF	JGL	MDP
A	1/12/04	PLAN SUBMISSION		JGL	MDP



DETAIL 'A'
SCALE 1" = 10'

- LEGEND:**
- LIMIT OF HDPE LINER
 - IPLEX SITE LIMIT
 - RECORD BOUNDARY LINE
 - RECORD RIGHT-OF-WAY LINE
 - EXISTING EASEMENT LINE
 - ABUTTING PROPERTY LINES
 - ASPHALT, CONCRETE, GRANITE CURB
 - CLASS OF LAND LINE
 - GRID LINE
 - EDGE OF EXISTING PAVEMENT
 - LIMIT CHAIN LINK FENCE
 - ASBUILT CULVERT
 - EXISTING CONCRETE STRUCTURE
 - OVERHEAD WIRES & POLES
 - POINT MARKER (SEE POINTS CHART)

- EQUIVALENT COVER
- ENGINEERED COVER
- BUILDING
- LIMITS OF EXISTING EASEMENT (UTILITY OR SEWER)
- LIMITS OF EXISTING EASEMENT (RAILWAY)
- LIMITS OF EXISTING EASEMENT (DRAINAGE)

- NOTES:**
- THIS SHEET DEPICTS ALL ENGINEERED COVER AND EQUIVALENT COVER SITUATED WITHIN LOT IC-30, IDENTIFIED AS INDICATED IN THE LEGEND. EACH COVER TYPE IS COMPRISED OF ONE OR MORE DISTINCT AREAS AS SHOWN ON THIS SHEET. THE BOUNDARIES OF EACH OF THESE AREAS ARE THE LINES CONNECTING A SERIES OF NUMBERED COORDINATE POINTS (INDICATED BY "POINT MARKERS"). THE COVER TYPE POINT CHART SHOWN ON THIS SHEET (OR SHEET 2) PROVIDES SURVEYED DATA (NORTHING AND EASTING) SUFFICIENT TO DETERMINE THE LOCATIONS OF EACH NUMBERED COORDINATE POINT.
 - FOR MORE INFORMATION REGARDING THE ENGINEERED COVER AND EQUIVALENT COVER OR CLEAN CORRIDORS ON THIS PARCEL, PLEASE SEE THE COVER CERTIFICATION REPORT AND/OR AS-BUILT RECORDS ON FILE AT THE EPA RECORDS CENTER, OR THE WOBURN PUBLIC LIBRARY.
 - ADDITIONAL INFORMATION REGARDING SUB-TYPES OF COVER & DETENTION BASIN MEMBRANE CAN BE FOUND WITHIN THE COVER CERTIFICATION REPORT AND-AS BUILT RECORDS.

COVER TYPE POINT CHART

NUMBER	NORTHING*	EASTING*	LENGTH
41643	552310.6	696262.7	
41532	552309.0	696267.1	4.6'
41644	552313.6	696268.8	5.0'
41643	552310.6	696262.7	6.8'

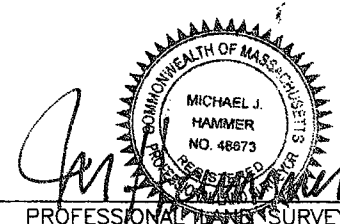
* HORIZONTAL POSITION REPRESENTED BY DATA LISTED ABOVE WAS DEVELOPED FROM VARIOUS SOURCES. (SEE NOTES 3 & 4 ON SHEET 1)

CERTIFICATIONS:

THE UNDERSIGNED, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, HEREBY CERTIFIES THAT THE INFORMATION ON THESE RECORD PLANS CONTAINED HEREIN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS, OF MIDDLESEX COUNTY.

I CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

THE CERTIFICATION SHOWN ABOVE IS INTENDED TO MEET THE MIDDLESEX COUNTY REGISTRY OF DEEDS REQUIREMENTS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN HEREON.



3-29-11
DATE

PLAN OF RESTRICTED AREAS
(COVER TYPE DELINEATION)
PREPARED FOR:
(NOW OR FORMERLY)

**RESOURCES FOR RESPONSIBLE
SITE MANAGEMENT, INC., AS
TRUSTEE FOR THE INDUSTRI-PLEX
SITE INTERIM CUSTODIAL TRUST**

LOT IC-30
WOBURN, MASSACHUSETTS

SCALE: 1" = 60' JANUARY 12, 2004

MERIDIAN
Land Services, Inc.
31 OLD NASHUA ROAD AMHERST, NEW HAMPSHIRE 03031
MAILING ADDRESS: PO BOX 118 MILFORD, NEW HAMPSHIRE 03055-0118
TEL 603-673-1441 FAX 603-673-1584 MERIDIAN@MERIDIANLANDSERVICES.COM

ENGINEERS - LAND SURVEYORS - SCIENTISTS - LAND PLANNERS

FILE: 290038R1J3.dwg PROJECT NO.: 2900.38 SHEET NO. 3 OF 3

180 30F3

CERT. XC

1 complete set
unregistered side
materials.

The Industri-Plex Site Interim Custodial Trust
Certificate of Trustee

Resources for Responsible Site Management, Inc., Trustee of the Industri-Plex Site Interim Custodial Trust (the "Custodial Trust"), under Declaration of Trust dated May 9, 1989, recorded with the Middlesex County (Southern District) Registry of Deeds in Book 19866, Page 190 and registered with the Middlesex County (Southern District) Registry District of the Land Court as Document No. 800447, certifies that:

1. It is the sole Trustee of the Custodial Trust.
2. The Custodial Trust is in full force and effect, has not been revoked or terminated and all amendments, if any, thereto have been recorded and registered with said Deeds.
3. The Custodial Trust was established pursuant to a Consent Decree (the "Consent Decree") entered in the United States District Court for the District of the Commonwealth of Massachusetts in an action entitled United States of America vs. Stauffer Chemical Company, et. al., Civil Action No. 89-0195/6-MC (D. Mass.) for purposes of, among other things, holding and clearing title to certain land situated in the Industri-Plex Superfund Site in Woburn, Massachusetts. A copy of the Consent Decree was recorded with said Deeds in Book 19837, Page 476.
5. Pursuant to the Consent Decree, the Custodial Trust is required to inaugurate a Grant of Environmental Restriction and Easement ("GERE") (known as institutional controls under the Consent Decree) against real property owned by the Custodial Trust situated in Woburn, Massachusetts, including, without limitation, the GERE to be filed with said Registry District and recorded with said Registry of Deeds herewith.
7. The Trustee, acting on behalf of the Custodial Trust, is hereby authorized to execute and record and file the GERE against its property in Woburn, Massachusetts.
8. That the President, Acting President, or any Vice President, acting alone, is hereby authorized to execute, acknowledge and deliver on behalf of the Trustee and the Custodial Trust any and all instruments, documents and agreements believed by said officer to be necessary or proper in order to effectuate the foregoing, and to do all acts necessary or desirable in connection therewith.

Ms. Jennifer McWeeney, Manager
Comm. of Mass., D.E.P.
Bureau of Waste Site Cleanup
One Winter St., 8th Floor
Boston, MA 02108

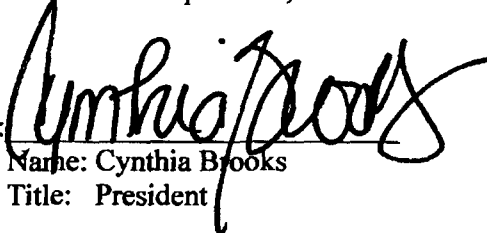


2011 00065869
Bk: 56714 Pg: 38 Doc: CERT
Page: 1 of 2 04/08/2011 02:37 PM

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 30th day of December 2010.

Resources for Responsible Site Management, Inc., a
Massachusetts corporation, Trustee as aforesaid

By:


Name: Cynthia Brooks

Title: President

Commonwealth of Massachusetts

Middlesex, ss.

February 8th 2011

Then personally appeared the above named Cynthia Brooks, President, as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of said Trustee and the Custodial Trust, before me.


Notary Public

My Commission Expires:



SHAWN S. KARIMI
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 30, 2012



2011 00065870

Bk: 56714 Pg: 40 Doc: CERT
Page: 1 of 2 04/08/2011 02:37 PM

CLERK'S CERTIFICATE

I, Cynthia Brooks, do hereby certify:

THAT, I am the Clerk of Resources for Responsible Site Management, Inc., a Massachusetts Corporation, having a principal place of business at 44 Shattuck Road, Watertown, Massachusetts (the "Corporation") and that at a meeting of the Board of Directors of the Corporation duly called and held at the office of the Corporation on the 20th day of December, 2010, all the directors being present and voting at all times, the following resolution was unanimously adopted:

VOTED: That any person (hereinafter an "Authorized Person") holding the office of the President, Treasurer or Clerk be, and any one of them is, hereby authorized and directed in the name and on behalf of the Corporation to sign, in the name and on behalf of the Corporation, seal with the corporate seal, acknowledge and deliver, a certain document entitled Grant of Environmental Restriction and Easement (the "GERE"), dated December 30, 2010, from the Corporation to the Massachusetts Department of Environmental Protection, and/or to the United States of America acting by and on behalf of its Environmental Protection Agency, in such form and together with all ancillary documents as said Authorized Person may determine necessary or proper for imposing restrictive covenants, easements and agreements on any property now or hereafter owned by said Corporation, in order to comply with certain actions required by the Massachusetts Department of Environmental Protection and/or the United States Environmental Protection Agency pursuant to the Consent Decree entered on April 24, 1989, by the United States District Court for the District of Massachusetts in the matters styled United States v. Stauffer Chemical Company et al., Civil Action No. 89-0195-MC and Commonwealth of Massachusetts v. Stauffer Chemical Company et al., Civil Action No. 89-0196-MC, and recorded at the Middlesex South District Registry of Deeds in Book 19837, Page 476.

This vote shall remain in full force and effect until an instrument revoking the same shall have been recorded in the Middlesex South District Registry of Deeds and or the Middlesex South Registry District of the Land Court, as applicable.

I DO FURTHER CERTIFY that the above vote is still in force and effect and has not been altered, amended, rescinded or repealed.

I DO FURTHER CERTIFY THAT the Corporation is a duly organized corporation; that the foregoing vote is in accordance with the charter and by-laws of the Corporation; that Cynthia Brooks at the date said GERE is executed and delivered to the Massachusetts Department of Environmental Protection and/or to the United States of America acting by and on behalf of its Environmental Protection Agency is the duly elected and qualified President and Treasurer of the Corporation, and that I am the duly elected and qualified Clerk of the Corporation.

Dated this 20th day of December, 2010

ATTEST:

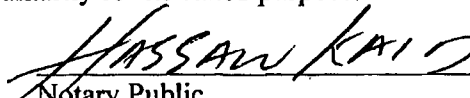
Cynthia Brooks
Cynthia Brooks, Clerk

Ms. Jennifer McWhitney, Manager
Comm. of Mass., D.E.P.
Bureau of Waste Site Cleanup
One Winter St., 8th Floor
Boston, MA 02108

COMMONWEALTH OF MASSACHUSETTS
DISTRICT OF COLUMBIA

_____, SS.

On this 30th day of December, 2010, before me, the undersigned notary public, personally appeared Cynthia Brooks, Clerk of said Resources for Responsible Site Management, Inc., which in turn is the Trustee of said Industri-plex Site Interim Custodial Trust as aforesaid, proved to me through satisfactory evidence of identification to be the person whose name is signed herein, and acknowledged to me that she signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires:

HASSAN KAID
Notary Public, District of Columbia
My Commission Expires July 14, 2014

SUBORDINATION AGREEMENT

Site Name: Industri-Plex Superfund Site
 Site Location: Woburn, MA
 EPA Site Identification Number: MAD076580950
 DEP Release Tracking Number: 3-0001731

2011 00065872
 BK: 56714 Pg: 115 Doc: SUB
 Page: 1 of 5 04/08/2011 02:37 PM

Property Address: 30 Atlantic Avenue, Woburn, MA
 Plan of Restricted Areas Lot IC-30

The TOWN OF READING, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, having a usual place of business at Town Hall, 16 Lowell Street, Reading, Middlesex County, Massachusetts, is the holder of a certain Order of Taking dated September 27, 1976, recorded with the Middlesex South District Registry of Deeds in Book 13078, Page 191, and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 549397 (the "Order of Taking").

The Town of Reading hereby assents to the Grant of Environmental Restriction and Easement granted by Resources for Responsible Site Management, Inc., Trustee of Industri-Plex Site Interim Custodial Trust under declaration of trust dated May 9, 1989, recorded with the Middlesex South District Registry of Deeds in Book 19866, Page 190 and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 800447, to the Massachusetts Department of Environmental Protection dated December 30, 2010 and recorded with the Middlesex South District Registry of Deeds in Book 56714, Page 42, and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 1563703 (the "GERE"), and agrees that the Order of Taking shall be subject to the GERE and to the rights created by and under the GERE insofar as the interests created under the Order of Taking affect the Property identified in the GERE and as if for all purposes the GERE had been executed, delivered and recorded and/or registered prior to the execution, delivery and recordation and/or registered of the Order of Taking.

The Town of Reading hereby represents and warrants that it is the current and true holder of the Order of Taking.

WITNESS the execution hereof under seal ^{As is} this 31st day of December 2010.

TOWN OF READING

By: Board of Selectmen

James E. Bonazoli
[James E. Bonazoli, Chair]

Camille W. Anthony
[Camille Anthony, Vice Chairman]

Richard W. Schubert
[Richard W. Schubert, Secretary]

Stephen Goldy
[Stephen Goldy]

Ben Tafoya
[Ben Tafoya]

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 14th day of December 2010, before me, the undersigned Notary Public, personally appeared the above-named JAMES BONAZOLI, CAMILLE ANTHONY, RICHARD SCHUBERT, BEN TAFOYA, STEPHEN GOLDY, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me unaffected by the document or transaction who knows the above signatory, or [my own personal knowledge of the identity of the signatory] to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, on behalf of the Town of Reading.

Paula J. Schena
Notary Public
Printed Name: PAULA J. SCHENA
My commission expires: November 1, 2013

[The execution of this Subordination Agreement by a secured lender and/or a fiduciary (as defined in M.G.L. c. 21E, § 2) for the purpose of subordinating its lien to said GERE shall not render such secured lender or fiduciary an "owner" or "operator", provided such secured lender and/or fiduciary shall not otherwise be an "owner" or "operator" within the meaning of §2.]

Upon recording, return to:


**Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 6th Floor
Boston, MA 02108
Attention: Industri-Plex Superfund Site Project Manager**

CERTIFICATE OF INCUMBENCY
OF THE
READING BOARD OF SELECTMEN

I, Laura Gemme, being the duly appointed Town Clerk for the Town of Reading, Massachusetts, do hereby certify that Stephen Goldy, Ben Tafoya, James E. Bonazoli, Camille W. Anthony and Richard W. Schubert, are the duly elected and incumbent members of the Reading Board of Selectmen.

I also certify that the authority granted by Article 19 of the November 10, 2008 Subsequent Town Meeting authorizing the Board of Selectmen to execute documents relative to the subordination remains valid, and has not been modified or withdrawn.

In witness whereof, I have hereunto set my name and seal of the Town of Reading, Massachusetts this ^{15th} ~~31st~~ day of December, 2010.



Laura Gemme, Town Clerk



Town of Reading
16 Lowell Street
Reading, MA 01867-2685

FAX: (781) 942-9070
Website: www.ci.reading.ma.us

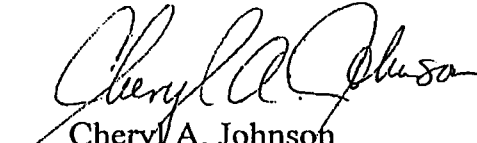
TOWN CLERK
(781) 942-9050

SUBSEQUENT TOWN MEETING
November 10, 2008

ARTICLE 19 – On motion by Ben Tafoya, member of the Board of Selectmen, it was voted to subordinate any and all of its rights and easements in the land taken by eminent domain as authorized by Article 29 of the May 6, 1976 Adjourned Annual Town Meeting and recorded on September 27, 1976 with the Middlesex South Registry of Deeds in Book 13078, Page 191 and with the Land Registration Office of said Deeds as Document no. 549397, shown on a plan of land entitled "Plan of Land in Woburn, Massachusetts, Showing Sewer Easements for Willow Street Interceptor for the Town of Reading, " Scale 1"=40', dated February 27, 1976, prepared by Dana F. Perkins & Sons, Inc., " sheets 1 through 4 inclusive, recorded in the Middlesex South Registry of Deeds in Plan Book 1976, Page 1171, to Grants of Environmental Restriction and Easement now or at any time hereafter granted by owners of land in the hazardous waste site known as the Industri-plex Federal Superfund Site in Woburn, including, without limitation, to a certain Grant of Environmental Restriction and Easement to be granted by Resources for Responsible Site Management, Inc., Trustee for the Industri-plex Site Interim Custodial Trust and recorded with the Middlesex South Registry of Deeds in Book 19866, Page 190 and filed with the Land Registration Office of said Deeds as Document No. 800447; and to authorize the Board of Selectmen to execute and deliver from time to time such documents as may be required for subordinations of such rights and easements.

2/3 vote required
Declared unanimous by Moderator

A true copy. Attest:


Cheryl A. Johnson
Town Clerk



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

December 22, 2010



2011 00065873
Bk: 56714 Pg: 120 Doc: CERT
Page: 1 of 1 04/08/2011 02:37 PM

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

NEW MID A TERRACE TENJ LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 19, 2009.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:
MICHAEL A. HOWLAND

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MICHAEL A. HOWLAND, ALFRED J. CAROLAN JR.**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MICHAEL A. HOWLAND**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:jbm

4.7.11
MASSACHUSETTS
RECEIVED
4.7.11
Edmund
ON FILE
As to date

Industri-Plex Superfund Site
SUBORDINATION AGREEMENT

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
DEP Release Tracking Number: 3-0001731



Bk: 56714 Pg: 121 Doc: SUB
Page: 1 of 2 04/08/2011 02:37 PM

Property Address: 30 Atlantic Ave., Woburn, MA
Plan of Restricted Areas Lot IC-30

New Mid A Terrace TenJ LLC, of Wilmington, Middlesex County, Massachusetts, is the holder of an easement over the Property for the purpose of draining surface water through a utility easement granted by Woburn Industrial Associates to Michael Howland, dated October 19, 1977, recorded with the Middlesex South District Registry of Deeds in Book 13323, Page 638 and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 563348 (the "Surface Drainage Easement").

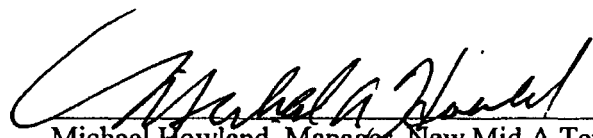
New Mid A Terrace TenJ LLC hereby assents to the Grant of Environmental Restriction and Easement granted by Resources for Responsible Site Management, Inc., Trustee of the Industri-Plex Site Interim Custodial Trust under declaration of trust dated May 9, 1989, recorded with the Middlesex South District Registry of Deeds in Book 19866, Page 190 and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 80047 to the Massachusetts Department of Environmental Protection dated December 30, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 56714, Page 42, and/or registered with the Land Registration Office of Middlesex South Registry District as Document No. 1563703 (the "GERE"), and agrees that the Surface Drainage Easement shall be subject to said GERE and to the rights created by and under said GERE insofar as the interests created under the Surface Drainage Easement affect the Property identified in the GERE and as if for all purposes said GERE had been executed, delivered and recorded and/or registered prior to the execution, delivery and recordation and/or registration of the Surface Drainage Easement.

New Mid A Terrace TenJ LLC hereby represents and warrants that it is the current and true holder of the Surface Drainage Easement, said record interest having been acquired from the prior holder of the Surface Drainage Easement noted on the above-referenced instrument of conveyance to Michael Howland. Said Surface Drainage Easement is also noted on the deed from Michael Howland to Mid A Terrace LLC recorded with the Middlesex South District Registry of Deeds in Book 30863, Page 537, and registered with the Land Registration Office of Middlesex South Registry District as Document No. 1123926 and also noted on the deed from Mid A Terrace LLC to New 10 Atlantic LLC recorded with the Middlesex South District Registry of Deeds in Book 49410, Page 104, and registered with the Land Registration Office of Middlesex South Registry District as Document No. 1442713 and also noted on the

deed from New 10 Atlantic LLC to New Mid A Terrace TenJ LLC recorded with the Middlesex South District Registry of Deeds in Book 52470, Page 409, and registered with the Land Registration Office of Middlesex South Registry District as Document No. 1495826.

WITNESS the execution hereof under seal this ^{As of} 31 day of Dec., 2010.

CATK


Michael Howland, Manager, New Mid A Terrace
TenJ LLC
Holder

Mass, ss


COMMONWEALTH OF MASSACHUSETTS

On this 28th day of December, 2010, before me, the undersigned notary public, personally appeared Michael A. Howland, Manager of New Mid A Terrace TenJ LLC, proved to me through satisfactory evidence of identification, which were ma D.C., to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

[seal]


4/21/2017
Carmen E. Cotto

[The execution of this Subordination Agreement by a secured lender and/or a fiduciary (as defined in M.G.L. c. 21E, § 2) for the purpose of subordinating its lien to said GERE shall not render such secured lender or fiduciary an "owner" or "operator", provided such secured lender and/or fiduciary shall not otherwise be an "owner" or "operator" within the meaning of § 2.]

Upon recording, please return to:
Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 6th Floor
Boston, MA 02108
Attention: Industri-Plex Superfund Site Project Manager



CARMEN E. COTTO
Notary Public
Commonwealth of Massachusetts
My Commission Exp. 4/21/2017

Industri-Plex Superfund Site
Grant of Environmental Restriction and Easement
Page 1 of 26

Property Address: 30 Atlantic Ave., Woburn, MA
Plan of Restricted Areas Lot IC-30



2011 00065871

Bk: 56714 Pg: 42 Doc: EASE
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GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT
(42 U.S.C. §9601, *et seq.* and M.G.L. c. 21E)

[Note: This instrument is established as an institutional control for a federal Superfund site pursuant to a judicial consent decree, as set forth below; CERCLA, 42 U.S.C. § 9601, *et seq.*; and Section 6 of Chapter 21E, M.G.L. c. 21E, §6; and contains a GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT running to the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION.]

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
MassDEP Release Tracking Number: 3-0001731

COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX S.S. APR 28 2011
SOUTH DIST. REGISTRY OF DEEDS
CAMBRIDGE, MA

I HEREBY CERTIFY THE FOREGOING
IS A TRUE COPY OF A PAPER
RECORDED IN BOOK 56714

PAGE 42

Eugene C. Brune
REGISTER

SEE PLAN NO. 180 OF 2011

MARGINAL REFERENCE REQUESTED	
BOOK <u>27665</u>	PAGE <u>602</u>

Ms. Jennifer McWeeney, Manager
Comm of A Mass. D.E.P.
Bureau of Waste Site Cleanup
One Winter St., 8th Floor
Boston, MA 02102

30 Atlantic Avenue, Woburn, MA.

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Industri-Plex Superfund Site
Grant of Environmental Restriction and Easement
Page 2 of 26

Property Address: 30 Atlantic Ave., Woburn, MA
Plan of Restricted Areas Lot IC-30

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Appendices

- I. Definitions.
- II. Legal Description of the Property.
- III. Legal Description of the Restricted Areas.
- IV. Work Protocols.
- V. Cover Inspection Plan.
- VI. Amendment Protocol.
- VII. Subordination Agreement Form.

Exhibits

- A. Request letter from Robert Cianciarulo, EPA to Jay Naparstek, MassDEP - MassDEP as sole grantee.

Industri-Plex Superfund Site
Grant of Environmental Restriction and Easement
Page 3 of 26

Property Address: 30 Atlantic Ave., Woburn, MA
Plan of Restricted Areas Lot IC-30

This Grant of Environmental Restriction and Easement (the "Grant") is by and between Resources for Responsible Site Management, Inc., Trustee of Industri-Plex Site Interim Custodial Trust under declaration of trust dated May 9, 1989, recorded with the Middlesex South District Registry of Deeds in Book 19866, Page 190 and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 800447, with a principal mailing address of P.O. Box 487, Chestnut Hill, MA 02467 ("Grantor"), and the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP" or "DEP"), a duly constituted agency organized under the laws of the Commonwealth of Massachusetts, having its principal office at One Winter Street, Boston, Massachusetts 02108 ("Grantee").

W I T N E S S E T H :

WHEREAS, Grantor is the owner in fee simple of that [those] certain parcel[s] of land located in the City of Woburn, Middlesex County, Massachusetts, with all buildings and improvements thereon, if any;

WHEREAS, said parcel of land, known and/or numbered as 30 Atlantic Avenue, Woburn, Massachusetts which is more particularly bounded and described in Appendix II ("Legal Description of the Property"), attached hereto and made a part hereof, (the "Property") is subject to the terms and conditions of this instrument. The Property is shown as Lot 66 on Land Court Plan No. 7312-1 filed with Certificate of Title No. 211736 in Middlesex South Registry District of the Land Court Registration Book 1188, Page 186, together with PARCEL A on a plan entitled "112 Commerce Way 30 Atlantic Avenue, Woburn, MA" prepared by Allen & Major Associates, Inc., dated 5/23/08, recorded in the Middlesex South Registry of Deeds as Middlesex South plan #532 of 2008;

WHEREAS, those certain portions of the Property subject to restrictions have each been designated a certain "class of land," such classes of land being Class B Land, Class C Land and Class D Land (collectively, all of the foregoing restricted areas comprising the "Restricted Areas"), said Restricted Areas being identified on a certain plan consisting of three (3) sheets, entitled "Plan of Restricted Areas" prepared for Resources for Responsible Site Management, Inc., as Trustee for the Industri-Plex Site Interim Custodial Trust, Lot IC-30, Woburn, Massachusetts, prepared by Meridian Land Services, Inc., dated January 12, 2004, as revised, and recorded in the Middlesex South District Registry of Deeds as Plan No. 180 of 2011 (the "Plan of Restricted Areas"), a photo-reduced copy of said Plan of Restricted Areas being attached hereto and incorporated herein by reference;

WHEREAS, a legal description of the Restricted Areas by metes and bounds is set forth in Appendix III ("Legal Description of the Restricted Areas"), attached hereto and made a part hereof;

WHEREAS, the Property and the Restricted Areas are subject to covenants, restrictions, easements and other rights and obligations under the terms and conditions of this instrument;

Industri-Plex Superfund Site
Grant of Environmental Restriction and Easement
Page 4 of 26

Property Address: 30 Atlantic Ave., Woburn, MA
Plan of Restricted Areas Lot IC-30

WHEREAS, the United States Environmental Protection Agency ("EPA"), a duly constituted agency organized under the laws of the United States of America and having a regional office at 5 Post Office Square, Suite 100, Boston, MA 02114 has identified a disposal site, known as the Industri-Plex Superfund Site located in Woburn, MA (the "Site"), and placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, *et seq.*, as amended ("CERCLA"), 42 U.S.C. §9605, as a result of the release or threatened release of hazardous substances, as those terms are defined in CERCLA;

WHEREAS, MassDEP, as a result of the release of oil and/or hazardous materials at the Site, as those terms are defined in the Massachusetts Oil and Hazardous Materials Release, Prevention and Response Act, M.G.L. c. 21E, as amended ("Chapter 21E"), has classified the Site as a Tier IA disposal site and has assigned to the Site MassDEP Release Tracking Number 3-0001731, pursuant thereto;

WHEREAS, EPA regulates activities at disposal sites pursuant to CERCLA and the National Contingency Plan, 40 C.F.R. 300.400, *et seq.*, as amended (the "NCP"); and MassDEP regulates activities at disposal sites pursuant to Chapter 21E and the Massachusetts Contingency Plan, 310 C.M.R. 40.0000, as amended (the "MCP");

WHEREAS, EPA, with the concurrence of MassDEP, has specified certain response actions for the Site in a Record of Decision dated September 30, 1986 (the "ROD"); which response actions include and require institutional controls in the nature of deed restrictions to ensure the long-term effectiveness of the Remedy by preventing certain activities and uses in the Restricted Areas, and by requiring certain operations and maintenance activities; and may select further response actions for the Site;

WHEREAS, EPA, in correspondence from Robert Cianciarulo, Chief, Massachusetts Superfund Section, EPA, to Jay Naparstek, Deputy Division Director, Response and Remediation, MassDEP, dated August 5, 2008, a copy of which is attached hereto as Exhibit A, notified MassDEP: (i) that EPA desired to establish the within Grant to effect the aforementioned restrictions in order to meet the institutional control requirements for the Selected Remedy under the ROD; (ii) that if the United States had sought to acquire a grant to establish the restrictions the United States would first need to obtain the State's agreement to accept transfer of such interests upon completion of the remedial action, pursuant to Section 104(j)(2) of CERCLA, 42 U.S.C. 9604(j)(2); (iii) that the Selected Remedy will be completed once institutional controls have been established for the Site; and (iv) that EPA, therefore, in order to establish the restrictions and for purposes of efficiency, has requested MassDEP to accept the within Grant directly;

WHEREAS, MassDEP, pursuant to Sections 3(a) and 6 of Chapter 21E, as amended, respectively, is authorized to take all action appropriate to secure to the Commonwealth the benefits of CERCLA and to acquire an interest in real property if necessary to carry out the purposes of Chapter 21E, and is willing to serve as Grantee;

Industri-Plex Superfund Site
Grant of Environmental Restriction and Easement
Page 5 of 26

Property Address: 30 Atlantic Ave., Woburn, MA
Plan of Restricted Areas Lot IC-30

WHEREAS, pursuant to that certain Consent Decree entered on April 24, 1989 by the United States District Court for the District of Massachusetts in the matter styled *United States v. Stauffer Chemical Company et al.*, Civil Action No. 89-0195-MC and *Commonwealth of Massachusetts v. Stauffer Chemical Company et al.*, Civil Action No. 89-0196-MC, and recorded at the Middlesex South Registry of Deeds in Book 19837, Page 476 (the "Consent Decree"), certain environmental remediation activities have been and are being conducted at the Site; and said institutional controls are required to be designed and implemented at the Site;

WHEREAS, pursuant to Attachment B ("Institutional Controls") of Appendix I ("Remedial Design/Action Plan") of the Consent Decree, the paramount purpose of the institutional controls is the preservation of the continued effectiveness of the remedial actions in order to protect human health and the environment; and to the extent that it is feasible to do so consistent with this paramount purpose, EPA and MassDEP may permit designs of institutional controls that permit the greatest possible use and enjoyment of the Site or parts of the Site;

WHEREAS, the Property is situated within the Site, which Site contains Class A Land, Class B Land, Class C Land, and Class D Land, so-called, as defined herein in Appendix I ("Definitions");

WHEREAS, Grantor is a Settler, a trust established by the Consent Decree known as the Custodial Trust, or successor in title to either, pursuant to the Consent Decree; and

WHEREAS, pursuant to the Consent Decree, all Settlers who are landowners, the Custodial Trust, and their respective successors in title, are required to inaugurate these institutional controls;

NOW, THEREFORE, pursuant to and in consideration of the terms of the Consent Decree, the receipt and sufficiency of which consideration is hereby acknowledged, and in accordance with Chapter 21E, Section 6, GRANTOR hereby GIVES, GRANTS AND CONVEYS to the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION, as aforesaid, with QUITCLAIM COVENANTS, those certain restrictions and easements as hereinafter set forth, in, on, upon, through, over and under the Property, being more particularly bounded and described as aforesaid.

(The foregoing grant being referred to herein as the "Grant," as aforesaid, the "Grant of Environmental Restriction and Easement," "Industri-Plex Site Institutional Controls," or "Institutional Controls.")

The terms and conditions of said Institutional Controls are set forth, below, and in Appendix I ("Definitions"), Appendix II ("Legal Description of the Property"), Appendix III ("Legal Description of the Restricted Areas"), Appendix IV ("Work Protocols"), Appendix V ("Cover Inspection Plan"), Appendix VI ("Amendment Protocol") and Appendix VII ("Subordination Agreement Form") to this instrument, all of which are attached hereto and made a part hereof.

Industri-Plex Superfund Site
Grant of Environmental Restriction and Easement
Page 8 of 26

Property Address: 30 Atlantic Ave., Woburn, MA
Plan of Restricted Areas Lot 1C-30

i. excavation or other disturbance of the Engineered Cover for the limited purposes of landscaping and horticulture, using only herbaceous and small woody, shallow-rooted plants which will not penetrate or otherwise adversely affect the geotextile or geomembrane portion of the Engineered Cover; and installing, maintaining and repairing fences, irrigation systems and/or exterior lighting systems; subject to the following conditions:

a. such excavation or other disturbance, if within twelve (12) inches of the geotextile or geomembrane, shall be conducted solely by hand (*i.e.*, without the use of any power equipment or power tools);

b. such excavation or other disturbance shall not penetrate the geotextile or geomembrane portion of the Engineered Cover;

c. such excavation or other disturbance, including any associated temporary on-site storage of excavate, shall be conducted in a timely manner;

d. any disturbed portion of such Engineered Cover shall be restored to its original thickness or greater and to the same type of Cover, both as shown on the As Built Records and/or Cover Certification Report, immediately upon completion of the excavation or other disturbance; and

e. each project involving work conducted under this provision shall not exceed sixty (60) days in duration; and

ii. disturbance of the Cover for the purpose of performing Normal Maintenance, subject to the following conditions:

a. such disturbance is capable of being conducted, and shall be conducted, without exposing or coming into contact with the soil or ground water underlying the Cover; and

b. such disturbance shall not result in a Permanent Cover Modification; and

iii. extraction and use of groundwater for the purposes of sampling monitoring wells, provided such extracted groundwater is disposed of in accordance with applicable federal, State or local laws, regulations or ordinances.

B. Class B Land. The permitted activities and uses for Class B Land are:

Industri-Plex Superfund Site
Grant of Environmental Restriction and Easement
Page 9 of 26

Property Address: 30 Atlantic Ave., Woburn, MA
Plan of Restricted Areas Lot IC-30

i. excavation and backfilling outside the boundaries of Clean Corridors, including the removal of debris and accumulated soil and sediment from drainage areas and structures (e.g., culverts, channels, basins); subject to the following conditions:

a. the total volume of material excavated anywhere within the Property shall not exceed ten (10) cubic yards;

b. the depth of the excavation shall not exceed three (3) feet;

c. such excavation shall only be permitted provided that no soil is disposed of, or is required to be disposed of, off of the Property; and

d. such excavation, including any associated temporary on-site storage of excavate, shall be conducted in a timely manner; not to exceed sixty (60) days in duration; and

ii. excavation and backfilling within the boundaries of Clean Corridors, subject to the following conditions:

a. such excavation shall only be permitted within the bounds of the geotextile or other material bounding the Clean Corridors, and shall not penetrate such geotextile or other material nor otherwise disturb the soil or other material outside such bounds; and

b. such excavation, if within twelve (12) inches of the geotextile, shall be conducted solely by hand (i.e., without the use of any power equipment or power tools); and

iii. extraction and use of groundwater for the purposes of sampling monitoring wells, provided such extracted groundwater is disposed of in accordance with applicable federal, State or local laws, regulations or ordinances.

C. Class A Land. The permitted activities and uses for Class A Land are:

i. extraction and uses of groundwater for the purposes of sampling monitoring wells, provided such extracted groundwater is disposed of in accordance with applicable federal, State or local laws, regulations or ordinances.

D. The provisions of this Paragraph 3 ("Permitted Activities and Uses") shall not release Grantor or any other party from liability for releases of oil or hazardous substances, nor shall this provision excuse Grantor or any other party

Industri-Plex Superfund Site
Grant of Environmental Restriction and Easement
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Property Address: 30 Atlantic Ave., Woburn, MA
Plan of Restricted Areas Lot IC-30

from complying with CERCLA, Chapter 21E, or any other applicable federal, State or local laws, regulations or ordinances.

4. Obligations and Conditions. Grantor, at its sole cost and expense (except where otherwise noted in the subparagraphs, below), affirmatively agrees to perform and satisfy the following obligations and conditions.

A. Inspection, Inspection Report. Grantor shall engage an Independent Professional or a Professional Engineer (P.E. Civil), who shall: (i) familiarize himself with the Property and that portion of the Remedy situated on the Property and on any abutting properties, including the restrictions on uses and activities established in this Grant and any related construction plans and documentation (including, if the Property contains any Class C Land or Class D Land, the As Built Records and/or the Cover Certification Report); (ii) conduct periodic visual, non-intrusive inspections of the Restricted Areas to ensure that Grantor is in compliance with these restrictions; and, (iii) if the Property contains any Class C Land or Class D Land, also conduct periodic visual, non-intrusive inspections of the Cover in order to monitor its condition and protectiveness to ensure that it is maintained in accordance with the As Built Records and/or the Cover Certification Report, as the case may be.

i. All required inspections shall be conducted at least once every calendar year during the three-month period beginning on March 1st and ending on May 31st, or with such greater frequency as the Independent Professional or Professional Engineer, Grantee, or Grantor may determine is warranted taking into consideration the particular uses and activities at the Property and, if applicable, the condition of the Cover; and, if the Property contains any Class C Land or Class D Land, within seven (7) days of receipt of written notice from Grantee of the occurrence of a twenty-five (25) year, twenty-four (24) hour storm event; or, with the written approval of Grantee, with such lesser frequency as Grantee, in its sole discretion, may determine is warranted taking into consideration the particular uses and activities at the Property.

ii. No later than fourteen (14) days after conducting each required inspection, Grantor shall submit to Grantee, with a copy to EPA and Settlers, a written inspection report, prepared by the Independent Professional or Professional Engineer who performed the inspection, summarizing the results of the inspection and stating whether Grantor is in compliance with the restrictions and, if applicable, whether the Cover is in good condition and repair, and including any supporting information upon which such determinations are based, as applicable. Each such inspection report shall include a written statement, signed by Grantor, stating that (a) Grantor has personally reviewed the inspection report and that (b) the inspection report is true, accurate and complete. If Grantor is a corporate entity, a duly authorized officer of the corporation shall sign the inspection report on behalf of Grantor.

Industri-Plex Superfund Site
Grant of Environmental Restriction and Easement
Page 11 of 26

Property Address: 30 Atlantic Ave., Woburn, MA
Plan of Restricted Areas Lot IC-30

iii. All inspections and reports required for Class C Land and Class D Land pursuant to this subparagraph 4.A. shall be performed and prepared, respectively, in accordance with the Cover Inspection Plan, set forth in Appendix V ("Cover Inspection Plan") to this Grant.

B. Normal Maintenance. The provisions of this subparagraph 4.B. shall only apply if the Property contains Class C Land or Class D Land. Grantor shall perform Normal Maintenance of Class C Land and Class D Land, in a timely fashion as required to maintain the integrity and effectiveness of that portion of the Remedy situated on the Property, and no later than ninety (90) days from the time when Grantor first knows or reasonably should have known of the condition requiring the performance of such Normal Maintenance. In determining whether Normal Maintenance is needed, and in the performance of Normal Maintenance, Grantor shall consider not only information that a landowner would ordinarily possess, but also information contained in the Cover Certification Report and obtained during the inspections performed at the Property pursuant to subparagraph 4A. ("Inspection, Inspection Report").

i. Provided, however, that in the event that Grantor believes that such Normal Maintenance is needed as the result of a Defect in the Remedy, then in lieu of performing such Normal Maintenance within the required time period set forth above, Grantor may instead, within the same time period, submit a written request to EPA for a determination under the Consent Decree of whether such Normal Maintenance is needed as the result of a Defect in the Remedy. Grantor shall provide a copy of such submittal to Grantee and Settlers. Grantor's submittal shall include a written statement by an Independent Professional asserting that, in his or her professional opinion, the need for such Normal Maintenance is due to a Defect in the Remedy, and explaining the basis for such opinion. This statement must be signed by the Independent Professional, and must be accompanied by his or her supporting analysis, and other documentation as appropriate. The time period for this submittal may only be extended with the prior, written approval of Grantee. Failure to fully comply with the requirements of this provision shall automatically waive any right that Grantor may otherwise possess to delay or excuse performance of the required Normal Maintenance.

ii. If EPA determines, pursuant to the Consent Decree, that such Normal Maintenance is needed as the result of a Defect in the Remedy, then Grantor's obligations to fund and perform such Normal Maintenance shall be determined (along with those of other parties bound under Section IV.A of the Consent Decree) pursuant to and in accordance with the terms and provisions of the Consent Decree and its appendices, including without limitation Sections VII.A, VII.B, VII.C(8) and X.D of the Consent Decree and Section F.3.e of Appendix I (Remedial Design/Action Plan) of the Consent Decree. Otherwise, Grantor shall fund and perform such

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Normal Maintenance in accordance with the terms and provisions of this Grant.

iii. Nothing herein is intended to impair or otherwise affect whatever rights Grantor may possess pursuant to the Consent Decree, if any, to pursue and obtain recovery from any other person or entity for costs associated with Normal Maintenance.

C. Operation and Maintenance Plan. The provisions of this subparagraph 4.C. shall only apply if the Property contains Class C Land or Class D Land. Grantor shall fund and implement the activities required by the Operation and Maintenance Plan at the Property, in accordance with the terms and provisions of the Consent Decree, including without limitation its appendices. The provisions of this Grant shall not limit or modify any additional obligations to perform such activities on the Property or elsewhere within the Site, to which Grantor may be subject under the Consent Decree, including without limitation its appendices.

D. Remedy Failure: Preliminary Action, Notification and Repair. The provisions of this subparagraph 4.D shall only apply if the Property contains Class C Land or Class D Land.

i. In the event of any Remedy Failure, Grantor shall immediately implement such preliminary action as is reasonably necessary to prevent potential human exposure to, and/or releases of, soil and/or groundwater due to the Remedy Failure.

ii. Unless the work necessary to repair the Remedy Failure falls within the definition of Normal Maintenance, Grantor shall notify Grantee, EPA, and other Settlers of such Remedy Failure, orally no more than twenty-four (24) hours from the time Grantor first knows or reasonably should have known of such Remedy Failure, and in writing no more than five (5) business days from the time that Grantor first knows or reasonably should have known of such Remedy Failure.

iii. Grantor shall, within twenty-one (21) days of such written notification, prepare and submit to Grantee, with a copy to EPA and Settlers, a work plan for the repair of the Remedy Failure, in accordance with the Work Protocols. After submittal of such work plan and any review and approval required pursuant to the Work Protocols, Grantor shall promptly conduct the repair in accordance with such work plan and otherwise comply with all applicable requirements of the Work Protocols.

iv. Provided, however, that in the event that Grantor believes that such Remedy Failure is the result of a Defect in the Remedy, then in lieu of submitting such work plan within twenty-one (21) days of the date when such written notification is due, Grantor may instead, within the

same time period, submit a written request to EPA for a determination under the Consent Decree of whether such Remedy Failure is the result of a Defect in the Remedy. Grantor shall provide a copy of such submittal to Grantee and Settlers. Grantor's submittal shall include a written statement by an Independent Professional asserting that, in his or her professional opinion, the Remedy Failure is the result of a Defect in the Remedy, and explaining the basis for such opinion. This statement must be signed by the Independent Professional, and must be accompanied by his or her supporting analysis, and other documentation as appropriate. The time period for this submittal may only be extended with the prior, written approval of Grantee. Failure to fully comply with the requirements of this provision shall automatically waive any right that Grantor may otherwise possess to delay or excuse submittal of the work plan for the repair of the Remedy Failure and to conduct such repair.

v. If EPA determines, pursuant to the Consent Decree, that such Remedy Failure is the result of a Defect in the Remedy, then Grantor's obligations to fund and perform response actions to cure the Remedy Failure, beyond those response actions taken pursuant to subparagraph 4.D.i., above, shall be determined (along with those of other parties bound under Section IV.A of the Consent Decree) pursuant to and in accordance with the terms and provisions of the Consent Decree and its appendices, including without limitation Sections VII.A, VII.B, VII.C(8) and X.D of the Consent Decree and Section F.3.e of Appendix I ("Remedial Design/Action Plan") to the Consent Decree. Otherwise, Grantor shall fund and perform response actions to cure such Remedy Failure in accordance with the terms of this Grant.

vi. Nothing herein shall impair or otherwise affect whatever rights Grantor may possess pursuant to the Consent Decree, if any, to pursue and obtain recovery from any other person or entity for costs incurred to cure a Remedy Failure.

E. Notification of Other Violations. Grantor shall timely notify Grantee and EPA of any violation of this Grant of which Grantor becomes aware, except to the extent otherwise required or waived in subparagraph 4.D, above.

F. Permit and Approval Related Notifications.

i. Grantor, at the time that it submits any application to obtain a permit or approval from any governmental or other authority for any use or activity within the Restricted Areas, shall provide that authority with a copy of this Grant and with written notification of the nature and extent of the restrictions on uses and activities established herein.

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ii. Grantor, at the time that it submits any building permit application for construction within the Restricted Areas to the City of Woburn, shall submit to Grantee and EPA a copy of its building permit application, and, upon receipt, a copy of any certificate of use and occupancy or other final permit or approval issued in connection with its building permit application.

5. Emergency Excavation. In the event that it becomes necessary to excavate a portion of the Restricted Areas as part of a response to an emergency (*e.g.*, emergency repair of utility lines, pipes, wires, conduits or related structures, or responding to a fire or flood), then the activity and use restriction provisions of Paragraph 2 ("Restricted Activities and Uses"), which would otherwise restrict such excavation, shall be temporarily suspended with respect to such excavation for the duration of the response, provided that Grantor satisfies the following requirements:

A. orally notifies the following persons of such emergency as soon as possible but no later than two (2) hours after having learned of such emergency:

i. MassDEP Northeast Regional Office of Emergency Response Section;

ii. EPA Office of Emergency Planning and Response;

or such other persons as Grantee or EPA, respectively, may each identify in writing, from time to time, to Grantor for such emergency response notifications;

B. notifies Grantee and EPA in writing of such emergency no later than five (5) days after having learned of such emergency, with a copy to Settlers;

C. limits the actual disturbance involved in such excavation to the minimum reasonably necessary to adequately respond to the emergency;

D. implements all measures necessary to limit actual or potential risk to human health, safety, public welfare or the environment;

E. manages and disposes of any soils, sediments, and/or groundwater removed in connection with such excavation in accordance with Paragraph 14 ("Materials Management and Sampling Protocol") of the Work Protocols;

F. reinstates the Cover, if applicable, in accordance with Paragraph 15 ("Cover and Clean Corridors Protocol") of the Work Protocols;

G. engages an Independent Professional to oversee the implementation of the activities required in subparagraphs 5.C. through 5.F.; and

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H. no later than thirty (30) days following the date of the emergency, submits to Grantee and EPA a written emergency excavation report prepared by an Independent Professional documenting that the excavation activity conducted as part of the emergency response was conducted in compliance with this Paragraph 6 ("Emergency Excavation"). This report shall contain, at a minimum, the following:

i. the name and address of Grantor, the Independent Professional and, if different, the person that conducted the emergency response;

ii. a detailed description of the nature of the emergency, the emergency response and the time frame within which it occurred;

iii. the address where the emergency response took place, and a map illustrating the location of the emergency response;

iv. all monitoring data, sampling analytical results, disposal location(s), and soil and groundwater volume estimates, if applicable, obtained, used and/or developed in connection with the emergency response. If the emergency response involved the disposal of Contaminated Soil or Contaminated Groundwater off of the Site, then a copy of the documentation evidencing the disposal facility's acceptance of the media and all other transport manifest documentation;

v. the written opinion of an Independent Professional stating that all of the requirements of subparagraphs 5.D., 5.E. and 5.F., above, if applicable, have been satisfied.

6. Grant of Easement.

A. In establishing this Grant, Grantor hereby grants to Grantee, and to its agents, contractors, subcontractors and employees, a perpetual easement to pass and repass in, on, upon, through and, across, over and under the Property; for the following purposes:

i. inspecting the Property and the Remedy to ensure compliance with and fulfillment of, including enforcement of, the terms of this Environmental Restriction and Easement;

ii. conducting surface and subsurface investigations;

iii. installing and sampling groundwater monitoring wells;

iv. conducting other intrusive and non-intrusive investigations and activities consistent with CERCLA, the NCP, Chapter 21E and the MCP;

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v. performing operations and maintenance activities for the Remedy and/or as set forth in any operations and maintenance plan developed pursuant to the Consent Decree;

vi. performing response actions in connection with the Remedy;
and

vii. conducting any other activity required by the Consent Decree or future remedial actions.

B. The foregoing grant of easement is made subject to and conditioned upon the following:

i. Grantor acknowledges that Grantee's exercise of its rights granted hereunder may interfere with Grantor's use and enjoyment of the Property, and/or may require temporary closure of a portion of the Property;

ii. Grantor shall cooperate fully with Grantee in the exercise of the foregoing easement rights, and shall not interfere with the actions taken in furtherance of the exercise of the easement;

iii. Grantee, consistent with its responsibilities under applicable law, shall use reasonable efforts to minimize interference with the Grantor's operations on and/or use of the Property;

iv. Grantee shall make reasonable efforts to provide advance notice to Grantor of any physically intrusive investigations and remediation activities either intends to conduct at the Property pursuant to its easements, unless such activities are conducted as part of an emergency and/or enforcement activities, as Grantee, in its sole discretions, may determine; and

v. Grantor shall have the right, upon timely request and at its own cost and expense, to obtain a split sample of any sample obtained by Grantee pursuant to the easement, unless such sample is obtained as part of an emergency and/or enforcement activities, as Grantee, in its sole discretions, may determine.

7. Construction and Severability.

A. This instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policies and purposes of CERCLA and/or Chapter 21E. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

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B. In the event that any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event that the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

8. Enforcement.

A. Grantee, its successors and assigns, shall have the right to enforce the terms and conditions of this instrument, including without limitation the right to enforce Grantor's obligation to perform its duties and obligations hereunder. If Grantee, in its sole discretion, elects to perform response actions it deems necessary to cure any violation of this Grant, all costs and expenses for such response actions shall be assessed against Grantor, as follows. Grantee shall submit an itemized bill for work performed to Grantor, who shall remit payment therefor within thirty (30) days of receipt, unless another time or schedule is agreed upon by both parties. Such costs may include the costs and expenses to collect any repayment, together with interest thereon, and all costs and expenses of any related proceedings at law or in equity, including court costs and attorney's fees plus interest.

B. Grantor expressly acknowledges that a violation of the terms of this instrument could result in the following:

i. the assessment of penalties, including without limitation stipulated penalties pursuant to Paragraph 9 ("Stipulated Penalties"), and other action by Grantee to enforce the terms of this Grant, pursuant to M.G.L. c. 21E and its implementing regulations, and other law and regulations, as applicable; and/or

ii. upon a determination by a court of competent jurisdiction, the issuance of criminal and civil penalties, and/or equitable remedies which could include the issuance of an order to modify or remove any improvements constructed in violation of the terms of this Grant at Grantor's sole cost and expense, and/or to reimburse Grantee for any costs incurred in modifying or removing any improvement constructed in violation of the terms of this Grant.

C. All reasonable costs and expenses of Grantee, including but not limited to, attorney's fees, incurred in any such enforcement action shall be borne by Grantor, to the extent not inconsistent with Chapter 21E and/or any other applicable law.

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D. Notwithstanding any other provision of this instrument, all rights and remedies (including without limitation sanctions and penalties) available hereunder shall be in addition to, but not in lieu of, any and all rights and remedies (including without limitation sanctions and penalties) at law or in equity, including CERCLA or Chapter 21E, and/or pursuant to the Consent Decree, which rights and remedies Grantee fully reserves. Enforcement of the terms of this instrument, including without limitation Paragraph 9 ("Stipulated Penalties"), shall be at the discretion of Grantee, and any forbearance, delay or omission to exercise its rights under this instrument shall not be deemed to be a waiver by Grantee of such term or any subsequent breach of the same or any other term, or of any of the rights of Grantee under this instrument.

9. Stipulated Penalties.

A. In the event that Grantor violates a provision of the Grant, Grantor shall pay to Grantee stipulated penalties in the following amounts for each day of each and every such violation:

<u>Period of Noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1 st through 7 th day	\$ 750.00
8 th through 14 th day	\$1,500.00
15 th through 28 th day	\$2,500.00
29 th through 60 th day	\$4,000.00
Beyond 60 days	\$8,000.00

B. Stipulated penalties shall begin to accrue on the day that performance is due or noncompliance occurs, and shall continue to accrue through the final day of correction of the noncompliance. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Grant.

C. All penalties due to Grantee under this Paragraph shall be paid within forty-five (45) days of receipt by Grantor of notification of noncompliance from Grantee. Interest shall begin to accrue on the unpaid balance at the end of the 45-day period.

D. Stipulated penalties due to Grantee shall be paid by certified check payable to the Commonwealth of Massachusetts and shall be submitted by reliable overnight delivery service, delivered in hand or mailed by postage-paid registered or certified mail, return receipt requested to:

Office of the Attorney General
Chief, Environmental Protection Division
One Ashburton Place
Boston, MA 02108.

E. Each check in payment of stipulated penalties shall be marked with:

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- i. a reference to the Industri-Plex Site;
- ii. Civil Action Number 89-0196-MC; and
- iii. shall state that it is for stipulated penalties pursuant to this Grant.

F. Grantee may, in its sole discretion, waive or suspend the accrual of any stipulated penalties due to it under this Paragraph 9 ("Stipulated Penalties").

10. Compliance Status Requests. Grantor may submit a written request to Grantee for a written statement of the status of Grantor's compliance with this Grant based on information then in Grantee's possession, such as the inspection reports submitted pursuant to subparagraph 4.A. Grantee shall make best efforts to respond to up to two such requests per annum, within thirty (30) days of receipt.

11. Self-Executing. This instrument is intended and is hereby declared to be self-executing, and shall not be deemed or construed to be personal or executory (within the meaning of any provision of the Federal Bankruptcy Code or similar law of any jurisdiction whether now existing or hereafter arising).

12. Provisions to Run with the Land. The land use restrictions, obligations, access rights and related rights, provided in this Grant, establish certain rights, liabilities, agreements and obligations upon and subject to which the Property or any portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered or conveyed. The rights, liabilities, agreements and obligations herein set forth shall run with the Property for the term of this instrument, as applicable thereto, and any portion thereof, and shall inure to the benefit of Grantee, its successors and assigns, and be binding upon Grantor and all parties claiming by, through or under Grantor. Grantor hereby covenants for himself and his heirs, successors and assigns, to stand seized and hold title to the Property, or any portion thereof, subject to these land use restrictions and access rights, and related rights; provided, however, that a violation of these land use restrictions and access rights, and related rights, shall not result in a forfeiture or reversion of Grantor's title to the Property.

13. Concurrence Presumed. It is agreed that:

A. Grantor and all parties claiming by, through or under Grantor shall be deemed to be in accord with the provisions herein set forth; and

B. Grantor and all such parties agree for and among themselves and any party claiming by, through or under them, and their respective agents, contractors, subcontractors and employees, that the land use restrictions, obligations, and access rights, and related rights, herein established, shall be adhered to and not violated and that their respective interests in the Property shall be subject to the provisions herein set forth.

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14. Incorporation into Deeds, Mortgages, Leases & Instruments of Transfer.

Grantor hereby agrees to incorporate this instrument, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Property, or any portion thereof, is conveyed; provided, however, that any failure of Grantor to do so shall not affect the validity or applicability of the provisions of Paragraph 12 ("Provisions to Run With the Land").

15. Amendment and Release.

A. Grantor may amend this instrument, including without limitation any of its appendices or the Plan of Restricted Areas, only with the prior, written approval of Grantee. Grantor further agrees to execute any amendment to this instrument which Grantee reasonably deems necessary to maintain the continued effectiveness of the Remedy in order to protect human health and the environment. All amendments shall include Grantee's signed approval and shall become effective upon Recordation and/or Registration.

B. Grantor may propose to Grantee, with a copy to EPA and Settlers, an amendment of an activity or use restriction set forth in Paragraph 2 ("Restricted Activities and Uses"), including a change in Class of Land of all or a portion of the Property, or of a permitted activity or use set forth in Paragraph 3 ("Permitted Activities and Uses"), based upon changed circumstances including without limitation new analytic and engineering data. In the event that Grantor requests such an amendment, Grantor shall comply with the provisions of the Amendment Protocol, set forth in Appendix VI ("Amendment Protocol") to this Grant.

C. Release. Grantee may release its interest in the Grant, in whole or in part, in its sole discretion, and in accordance with Chapter 21E. Any such release shall become effective upon its Recordation and/or Registration.

D. Recordation and/or Registration. Grantor hereby agrees to Record and/or Register any amendment to and/or release of this instrument, or other document created pursuant to this instrument for which Recording and/or Registration is required, within thirty (30) days of the date of having received from Grantee any such amendment, release or other such document executed by Grantee and/or evidencing Grantee's approval, as appropriate, in recordable form. No more than thirty (30) days from the date of Recording and/or Registering of said amendment, release and/or other such document, Grantor shall provide a Registry certified copy of the amendment, release and/or other such document, evidencing the official, final Recording and/or Registration information thereon, to Grantee and the Document Repository, with a copy to EPA and Settlers. Grantor shall pay any and all recording fees, land transfer taxes and other such transactional costs associated with any such amendment or release.

E. Notice to Local Officials. In accordance with the requirements set forth in 310 C.M.R. §40.1403(7), as amended, and within thirty (30) days after

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Recording and/or Registering any such amendment, release, or other such document, Grantor shall: (i) provide the City of Woburn's Chief Municipal Officer, Board of Health, Zoning Official and Building Code Enforcement Official with copies of such Recorded and/or Filed amendment, release or other such document; (ii) publish a legal notice indicating the Recording and/or Registering of such amendment, release or other such document, and including the information described in 310 C.M.R. §40.1403(7)(b)(1), in a newspaper which circulates in the City of Woburn; and (iii) provide copies of said legal notice to Grantee within seven (7) days of its publication.

16. No Dedication Intended. Nothing in this instrument shall be construed to be a gift or dedication of the Property to Grantee or to the general public for any purpose whatsoever.

17. Term. This Grant shall run with the land in perpetuity and is intended to conform to the exception for "other restrictions held by any governmental body" set forth in clause (c) of the first paragraph of M.G.L. c. 184, § 26, as amended.

18. Rights Reserved.

A. It is expressly agreed that acceptance of this instrument by Grantee shall not operate to bar, diminish, or in any way affect any legal or equitable right of Grantee to issue any future order or take any future response action with respect to the Property or in any way affect any other claim, action, suit, cause of action, or demand which Grantee may otherwise possess with respect thereto.

B. Nothing in this document shall limit or otherwise affect the rights of EPA or MassDEP to obtain access to, or restrict the use of, the Property pursuant to CERCLA, Chapter 21E, or any other applicable statute or regulation.

19. No Waiver. Except as otherwise provided herein, no delay by any party to this instrument in exercising any right or remedy provided herein shall constitute a waiver thereof, and no waiver by a party to this instrument of any specific provision hereof shall be construed as a waiver of any preceding or succeeding violation of the same or any other provision hereof.

20. Assignment. This Grant, including without limitation all easements, rights, covenants, obligations and restrictions inuring to the benefit of Grantee, herein contained, shall be freely assignable by Grantee, in whole or in part, at any time.

21. Authority. Grantor represents and warrants that he, she or it has been duly authorized by all necessary action to execute this instrument. Grantor represents and warrants that he, she or it has good, clear, record title to the Property, free and clear of all matters of record which could extinguish, through foreclosure or otherwise, this Grant, except for bona fide, third-party encumbrances of record duly Recorded and/or Filed prior to the Effective Date of this instrument which have been, or will be, expressly subordinated to this instrument pursuant to a subordination agreement.

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22. Interpretation of Words. Any word or defined term contained in this instrument shall be read as singular, plural, masculine, feminine or neuter as the context so requires.

23. Notices; Changes of Address.

A. General. Any notice, delivery or other communication permitted or required under this instrument, including those notices made pursuant to subparagraphs 23.B. through 23.E., inclusive, unless otherwise provided in this instrument, shall be in writing and sent by reliable overnight delivery service, delivered in hand or mailed by postage-paid registered or certified mail, return receipt requested. Upon instruction from Grantee, a duplicate or electronic copy shall be included with any submittal. Notices or other communications shall be deemed given, if by overnight delivery service, on the first business day following deposit with such delivery service; if by hand, on the date of the receipt evidencing the hand delivery thereof; or, if by registered or certified mail, three (3) days after deposit in the United States mails; provided that notice of change of address shall be deemed effective only upon receipt.

B. Grantee, MassDEP and EPA. Whenever, under the terms of this instrument, written notice is required to be given or a document is required to be sent to (i) Grantee or MassDEP, and/or (ii) EPA, as the case may be, it shall be directed to both MassDEP and EPA, to the individuals at the addresses specified below, or as otherwise directed in writing by MassDEP and/or EPA, respectively.

As to MassDEP:

Department of Environmental Protection
Bureau of Waste Site Cleanup
One Winter Street, 6th Floor
Boston, MA 02108

Attention: Industri-Plex Superfund Site Project Manager

As to EPA:

EPA Remedial Project Manager
Industri-Plex Superfund Site, Woburn, Massachusetts
United States Environmental Protection Agency, Region I
5 Post Office Square, Suite 100 (MC: OSRR07-4)
Boston, MA 02109-3912

and to:

EPA Enforcement Counsel

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Industri-Plex Superfund Site
United States Environmental Protection Agency, Region I
5 Post Office Square, Suite 10 (MC: OES04-4)
Boston, MA 02114-2023

C. Settlers. Whenever, under the terms of this instrument, written notice is required to be given or a document is required to be sent to Settlers, it shall be directed to the individual at the address specified below, or as otherwise directed in writing by Settlers:

Industri-Plex OU-1 Coordinator
for the Industri-Plex Site Remedial Trust
c/o Tim Cosgrave
Harvard Project Services, LLC
249 Ayer Road
Suite 206
Harvard, MA 01451-1133

D. Grantor. Whenever, under the terms of this instrument, written notice is required to be given or a document is required to be sent to Grantor, it shall be directed to the individual at the address specified below:

Resources for Responsible Site Management, Inc., Trustee of the
Industri-Plex Site Custodial Trust
c/o Cynthia Brooks, President
44 Shattuck Road
Watertown, MA 02472

E. Changes of Address. Grantor shall notify Grantee, EPA, and Settlers of any change of the mailing address specified above. Any party giving such notice shall do so in writing, within thirty (30) days of such change in address. Such notice shall be effective upon receipt, unless such notice provides for a later effective date (*e.g.*, in the case of advance notice).

24. Changes in Ownership. In the event of a change in record ownership of all or a portion of the Property, or beneficial ownership of Grantor, the transferor and the transferee of such interest shall notify Grantee of such transfer in writing, with a copy to EPA. The transferor's obligation to notify of such change in ownership shall survive such transfer.

A. Such notification shall include, at a minimum:

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- i. the name and address of the transferor and the transferee of such interest;
- ii. the address of the subject Property and a statement as to whether all or a portion of the Property has been transferred;
- iii. a Registry certified copy of the instrument of transfer, evidencing the official, final Recording and/or Registration information thereon;
- iv. if only a portion of the property has been transferred, a Registry certified copy of the survey plan of record with the Registry of Deeds and/or Land Registration Office, evidencing the official, final Recording and/or Registration information thereon, stamped and signed by a Massachusetts registered land surveyor, identifying such portion; and
- v. identification of the Industri-Plex Superfund Site, EPA Site Identification Number MAD076580950 and MassDEP Release Tracking No. 3-0001731.

B. Such notification shall be submitted no later than thirty (30) days after the date of transfer of such interest.

25. Governing Law; Captions. This instrument shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts and of the United States, as applicable. All captions and headings contained in this instrument are for convenience of reference only, and shall not be used to govern or interpret the meaning or intent of any provision of this document.

26. Effective Date. This instrument shall become effective upon its Recordation and/or Registration.

No more than thirty (30) days from the date of Recording and/or Registration, Grantor shall provide Grantee with a certified Registry and/or Land Registration Office copy of this instrument. At that time, or as soon as practicable thereafter, Grantor shall provide Grantee with a copy of this instrument, as recorded, certified by said Registry and/or Land Registration Office, with a copy to EPA and Settlers.

As the Commonwealth of Massachusetts is a party to this instrument, no Massachusetts deed excise tax stamps are affixed hereto, none being required by law (M.G.L. Chapter 64D, Section 1, as amended).

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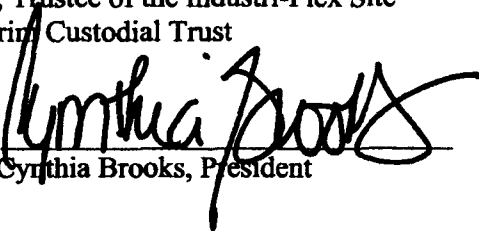
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WITNESS the execution hereof under seal as of this 30th day of December, 2010.

GRANTOR:

Resources for Responsible Site Management
Inc., Trustee of the Industri-Plex Site
Interim Custodial Trust

By:


Cynthia Brooks, President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 28th day of February, 2011, before me, the undersigned notary public, personally appeared Cynthia Brooks, proved to me through satisfactory evidence of identification, which were MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as President and Treasurer for Resources for Responsible Site Management, Inc., a corporation, Trustee of the Industri-Plex Site Custodial Trust.


Notary Public

My commission expires:



[Seal]

SHAWN S. KARIMI
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 30, 2012

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Property Address: 30 Atlantic Ave., Woburn, MA
Plan of Restricted Areas Lot IC-30

In accordance with M.G.L. c. 21E, §6, as amended, the Commissioner of the Department of Environmental Protection hereby approves the Grant.



Kenneth L. Kimmell
Commissioner
Dept. of Environmental Protection

Date: 3/25/11

Upon recording, return to:

Department of Environmental Protection
Bureau of Waste Site Cleanup
One Winter Street, 6th Floor
Boston, MA 02108

Attention: *Industri-Plex Superfund Site Project Manager*

APPENDIX I – Definitions

1. **Definitions.** The following terms shall have the meanings set forth, below:

A. "As Built Records" shall mean the engineering drawings and other records, as amended, which depict the location and details of Clean Corridors and/or that portion of the Remedy situated within the Property as constructed, or otherwise designated, a copy of which is on file at the Document Repository.

B. "Business Day" shall mean a calendar day, exclusive of those calendar days which fall on a Saturday, Sunday or federal holiday.

C. "Class A Land" shall mean that portion of the Property, if any, identified as Class A Land on the Plan of Restricted Areas; a legal description thereof by metes and bounds being set forth in Appendix III ("Legal Description of the Restricted Areas"). Class A Land may contain Contaminated Groundwater.

D. "Class B Land" shall mean that portion of the Property, if any, identified as Class B Land on the Plan of Restricted Areas; a legal description thereof by metes and bounds being set forth in Appendix III ("Legal Description of the Restricted Areas"). Class B Land may contain Contaminated Soil and Contaminated Groundwater.

E. "Class C Land" shall mean that portion of the Property, if any, identified as Class C Land on the Plan of Restricted Areas; a legal description thereof by metes and bounds being set forth in Appendix III ("Legal Description of the Restricted Areas"). Class C Land contains Contaminated Soil and Cover, and may contain Contaminated Groundwater.

F. "Class D Land" shall mean that portion of the Property, if any, identified as Class D Land on the Plan of Restricted Areas; a legal description thereof by metes and bounds being set forth in Appendix III ("Legal Description of the Restricted Areas"). Class D Land contains Contaminated Soil and Cover, and may contain Contaminated Groundwater. Class D Land also comprises the East, West, East-Central and South Hide Piles, as shown on the As Built Records; and the location of which are generally depicted on the Plan of Restricted Areas.

G. "Clean Corridors" shall mean all soil or other material, bounded below and to the sides by geotextile or other material as shown on the As Built Records, and bounded above by those portions of the Property, if any, referred to as Clean Corridors on the Plan of Restricted Areas. Clean Corridors are situated within Class B Land and are constructed so as to clearly delineate their boundaries. Generally, Clean Corridors provide an area which does not contain Contaminated Soil, where work may be performed, usually related to utilities or other infrastructure that require frequent access for maintenance.

H. "Contaminated Groundwater" shall mean any groundwater within the Site contaminated with arsenic, chromium, lead, benzene, toluene or other hazardous materials and/or substances exceeding applicable local, State and/or Federal standards.

I. "Contaminated Soil" shall mean soil, sediment, fill or other earthen material within the Site containing arsenic at or above a concentration of three hundred (300) parts per million; lead at or above a concentration of six hundred (600) parts per million; chromium at or above a concentration of one thousand (1000) parts per million; and/or animal hides, or their constituents, from which emanate odors.

J. "Cover" shall mean Engineered Cover and Equivalent Cover, collectively.

K. "Cover Certification Report" shall mean a report prepared for the Property containing such information as is necessary to document the completion of the Cover situated on the Property, as amended, including the As Built Records, as applicable, and/or other construction and survey plans, and quality assurance and control documentation, a copy of which is on file at the Document Repository.

L. "Cover Inspection Plan" shall mean the plan set forth in Appendix V ("Cover Inspection Plan"), attached hereto and made a part hereof.

M. "Day" or "Days" shall mean a calendar day or days, except where expressly otherwise provided.

N. "Defect in the Remedy" shall mean any lack, insufficiency or imperfection in the design or construction of the Remedy, excluding Equivalent Cover, under conditions and use for which the Remedy was designed (but for such lack, insufficiency or imperfection), which results in or may result in a Remedy Failure.

O. "Document Repository" shall mean the records center located at the Woburn Public Library, at 45 Pleasant Street in Woburn, MA, and the EPA Records Center, located at US EPA Region 1 - New England at 5 Post Office Square - Suite 100 in Boston, MA 02109-3912, established for the Site pursuant to the ROD and/or Consent Decree. The Document Repository contains documents, drawings, reports, data, specifications and other pertinent detailed information pertaining to the Remedy, the Consent Decree and related documents.

P. "Effective Date" shall mean the date of Recordation and/or Registration of this Environmental Restriction and Easement, as the case may be.

Q. "Emergency Excavation Report" shall mean a written report prepared in accordance with the requirements of Paragraph 5 ("Emergency Excavation") of the Grant.

R. "Engineered Cover" shall mean all physical barriers situated in, on, or under those portions of the Property, if any, referred to as Engineered Cover on the Plan of Restricted Areas. Engineered Cover was designed and constructed by the Industri-Plex Site Remedial Trust as part of the response activities at the Site to prevent exposure to Contaminated Soil on Class C Land and Class D Land, as shown on the original As Built Records, or as shown on approved permanent modifications to those As Built Records. Engineered Cover may be comprised of one or more of the following materials: geotextile, geomembrane, soil, gravel, bituminous concrete and/or asphalt.

S. "Equivalent Cover" shall mean all physical barriers preventing exposure to underlying soil, sediment, fill or other earthen material within the Site, situated in, on, or under those portions of the Property, if any, referred to as Equivalent Cover on the Plan of Restricted Areas. Equivalent Cover, although not designed as part of the Engineered Cover, functions to prevent exposure to Contaminated Soil on Class C Land and Class D Land, as shown on the original As Built Records, or as shown on approved permanent modifications to those As Built Records. Equivalent Cover may be comprised of one or more of the following ground covering structures or features, or portions of such structures or features: buildings; foundations; slabs; paved driveways, walkways, parking lots and/or roads; or other such ground covering structures or features.

T. "Gas Treatment System" shall mean that part of the Remedy which consists of physical structures constructed on or beneath the Site, including ancillary structures and improvements, which are situated on the Property, if any, for the purposes of collecting, treating and controlling odors which might otherwise emanate from the East Hide Pile, as shown on the As Built Records; and the location of which is generally depicted on the Plan of Restricted Areas.

U. "Hazardous Substances" shall mean any substance defined as a "hazardous substance," "pollutant" or "contaminant" under CERCLA; a "hazardous waste" under Section 1004(5) of the Solid Waste Disposal Act, as amended, 42 U.S.C. §6903; a "hazardous material" under Section 2 of Chapter 21E; and/or animal hides, or their constituents, from which emanate odors.

V. "Independent Professional" shall mean a person who is a licensed Hazardous Waste Site Cleanup Professional, pursuant to M. G. L. c. 21A and 309 C. M. R. §§ 1.0 to 8.0 (a "Licensed Site Professional" or "LSP"), and either (i) is also a Professional Engineer (P.E., Civil), licensed by the Massachusetts Board of Registration of Professional Engineers and Professional Land Surveyors, pursuant to M. G. L. c. 112 §§ 81D to 81T and implementing regulations; or (ii) is acting, as necessary, in reliance on such a Professional Engineer (P.E., Civil) and other professionals, as needed. In addition, an Independent Professional shall be familiar with the requirements of this Grant of Environmental Restriction and Easement, including its appendices.

W. "Interest" shall mean twelve (12) percent per annum, as set forth in Section 13 of Chapter 21E.

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Property Address: 30 Atlantic Ave., Woburn, MA
Plan of Restricted Areas Lot IC-30

1. Definitions. The terms used in the Institutional Controls, including all appendices, shall have the meanings set forth in Appendix I ("Definitions"), or if not defined therein, then as ascribed to them in the Consent Decree, in Section 101 of CERCLA, in the NCP, in Section 2 of Chapter 21E, and/or in the MCP, as applicable.

2. Restricted Activities and Uses. Except as otherwise provided in Paragraph 3 ("Permitted Activities and Uses") and Paragraph 5 ("Emergency Excavation"), Grantor shall not perform, suffer, allow, or cause any person to perform any of the activities or uses set forth below in, on, upon, through, over or under the following Restricted Areas, or portions thereof, which are situated within the Property.

A. Class D Land. The prohibited activities and uses for Class D Land are:

- i. excavating, drilling, or otherwise disturbing the Cover and/or the soil underlying the Cover, unless in strict compliance with the Work Protocols;
- ii. extracting, pumping, consuming, exposing, or otherwise using groundwater, unless in strict compliance with the Work Protocols;
- iii. planting vegetation which would impair the effectiveness of the Cover, including without limitation deep-rooted trees and other vegetation the roots of which would likely grow to breach or otherwise impair the geotextile or geomembrane portion of the Engineered Cover;
- iv. commercial or industrial activity or use;
- v. residential activity or use;
- vi. agricultural activity or use; or
- vii. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy;

B. Class C Land. The prohibited activities and uses for Class C Land are:

- i. excavating, drilling, or otherwise disturbing the Cover and/or the soil underlying the Cover, unless in strict compliance with the Work Protocols;
- ii. extracting, pumping, consuming, exposing or otherwise using groundwater, unless in strict compliance with the Work Protocols;
- iii. planting vegetation which would impair the effectiveness of the Cover, including without limitation deep-rooted trees and other

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Plan of Restricted Areas Lot IC-30

vegetation the roots of which would likely grow to breach or otherwise impair the geotextile or geomembrane portion of the Engineered Cover;

iv. residential activity or use;

v. agricultural activity or use; or

vi. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.

C. Class B Land. The prohibited activities and uses for Class B Land are:

i. excavating, drilling, or otherwise disturbing the soil or ground covering features, including building foundations, slabs and/or underlying soils, unless in strict compliance with the Work Protocols;

ii. extracting, pumping, consuming, exposing or otherwise using groundwater, unless in strict compliance with the Work Protocols;

iii. residential activity or use;

iv. agricultural activity or use; or

v. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.

D. Class A Land. The prohibited activities and uses for Class A Land are:

i. extracting, pumping, consuming, exposing or otherwise using groundwater, unless in strict compliance with the Work Protocols; or

ii. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.

3. Permitted Activities and Uses. Grantor expressly reserves the right to perform, suffer, or allow, or to cause any person to perform any activity or use in, on, upon, through, over, or under the Property that is not restricted by the provisions of this Grant. In addition, Grantor may perform, suffer, allow or cause any person to perform the activities and uses set forth below, subject to the conditions set forth below, in, on, upon, through, over or under any of the following Restricted Areas, or portions thereof, which are situated within the Property.

A. Class C Land and Class D Land. The permitted activities and uses for Class C Land and Class D Land are:

X. "Interim Groundwater Remedy" shall mean that portion of the Remedy which consists of any and all physical structures, including any ancillary structures and improvements, now or hereafter constructed on or beneath the surface of the Site, which are situated on the Property, for the interim groundwater remedy required by the Consent Decree, as more particularly set forth in Paragraph D ("Groundwater Remedy") of Appendix I ("Remedial Design/Action Plan") to the Consent Decree, as now or hereafter are or may be shown on the As Built Records; and the location of which is or may be generally depicted on the Plan of Restricted Areas. The Interim Groundwater Remedy may include, without limitation, facilities for capturing and treating contaminated groundwater; discharging the treated groundwater; and/or monitoring.

Y. "Normal Maintenance" shall mean any and all activities a landowner would routinely need to perform in order to keep his or her property in good condition and repair, exclusive of repair of damage to the geotextile or geomembrane portion of the Engineered Cover. For purposes of this instrument, Normal Maintenance may include, without limitation, activities such as lawn cutting, watering and reseeding; repair of erosion and filling in ruts; bituminous or concrete pavement and asphalt seal coating, bituminous or concrete pavement and asphalt stripe painting, overlaying bituminous or concrete pavement and asphalt, sealing cracks and filling potholes; maintaining and repairing interior building sumps, sump pumps and drainage systems; maintaining and repairing building foundations; removal of unwanted vegetation; removal of debris and accumulated soil and sediment from drainage areas and structures (e.g., culverts, channels, basins).

Z. "Operation and Maintenance Plan" shall mean Chapter 19, including tables and appendices, of the document entitled "100% Remedial Design, Part I, Volume 1," prepared by Golder Associates, dated April 22, 1992, and approved by EPA and DEP in two letters from Joseph DeCola, EPA Project Manager and Jay Naparstek, DEP Project Manager, to Dave L. Baumgartner, ISRT Project Manager, dated March 11, 1993 and May 19, 1993, copies of which are on file at the Document Repository. Chapter 19 includes, without limitation, an Inspection Plan, a Maintenance Plan and a Monitoring Plan.

AA. "Permanent Cover Modification" shall mean a permanent change to the Cover, such that the Cover has been altered from that depicted in the As Built Records, the Cover Certification Report and/or on the Plan of Restricted Areas.

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GERE, Appendix I
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*Property Address: 30 Atlantic Ave, Woburn, MA
Plan of Restricted Areas Lot IC-30*

BB. "Plan of Restricted Areas" shall mean the plan consisting of three (3) sheets, entitled "Plan of Restricted Areas" prepared for Resources for Responsible Site Management, Inc., Lot IC-30, Woburn, Massachusetts, prepared by Meridian Land Services, Inc., dated January 12, 2004 as revised, and recorded in the Middlesex South District Registry of Deeds as Plan No. 180 of 2011, a photo-reduced copy of said Plan of Restricted Areas being attached hereto and incorporated herein by this reference. The Plan of Restricted Areas depicts the surveyed locations of the Restricted Areas and certain other features of the Remedy, including without limitation any Engineered Cover or Equivalent Cover, situated on the Property.

CC. "Qualified Professional" shall mean a professional with no less than five (5) years of experience in the field of hazardous waste site assessment and remediation, including experience in hazardous waste management, construction methods and terminology, and preparation and interpretation of remediation and construction plans and documents. In addition, such professional shall be familiar with the requirements of this Grant of Environmental Restriction and Easement, including its appendices. A Qualified Professional may be, but is not necessarily required to be, an Independent Professional.

DD. "Recorded and/or Registered" and its various conjugations shall mean, as to unregistered land, recorded with the appropriate registry of deeds; and as to registered land, filed with the appropriate land registration office; each conjugated as appropriate;

EE. "Remedy" shall mean the Cover; the Gas Treatment System; the Interim Groundwater Remedy; remediated, restored and/or created wetlands; all as depicted (i) in the Cover Certification Report and/or on the Plan of Restricted Areas to the extent that each such element of the Remedy is situated on the Property and (ii) in any such similar cover certification reports and/or on any such similar plans of restricted areas prepared or recorded, respectively, with respect to any and all other properties at the Site, pursuant to the Consent Decree; and/or any other activity, including any resultant structures, required by the Consent Decree; as originally performed or subsequently modified in accordance with the Consent Decree and, as applicable, this instrument.

FF. "Remedy Failure" shall mean any condition at the Property which (i) prevents the Cover from fulfilling its ground-covering function and exposes potentially Contaminated Soil, including without limitation (a) potholes and other structural damage to pavement, concrete, hardtop, cement, foundations or other such types of Cover; and (b) washouts and other significant Cover deterioration or damage; and/or (ii) prevents any portion of the Remedy from fulfilling its intended function.

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*Property Address: 30 Atlantic Ave, Woburn, MA
Plan of Restricted Areas Lot IC-30*

GG. "Restricted Areas" shall mean, collectively, those portions of the Property bounded and described in Appendix III ("Legal Description of the Restricted Areas"), attached hereto and made a part hereof. The Restricted Areas encompass all portions of the Property subject to this Grant, and are shown on the Plan of Restricted Areas.

HH. "Settlers" shall mean Settlers as defined in Section III, Paragraph Z of the Consent Decree, at page 11, and their successors and assigns; provided, however, that for purposes of this definition, Settlers shall exclude the Mark-Phillip Trust.

II. "Site" shall mean Site as defined in Section III, Paragraph AA of the Consent Decree, at pages 11-12.

JJ. "Work Protocols" or "Protocols" shall mean the procedures, practices and standards set forth in Appendix IV ("Work Protocols"), attached hereto and made a part hereof.

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GERE, Appendix II
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*Property Address: 30 Atlantic Ave, Woburn, MA
Plan of Restricted Areas Lot IC-30*

APPENDIX II – Legal Description of Property

[add legal description of Grantor's Property, by metes and bounds]

[NOTE: for registered land, must include reference to ownership as evidenced in Certificate of Title No. ____, [shown as Lot ____].]

Two certain parcels of land situated in Woburn, Middlesex County, Commonwealth of Massachusetts, being commonly known as 30 Atlantic Avenue, Woburn, MA, and being bounded and described as follows.

Parcel I. (Registered land)

A certain parcel of land shown as Lot 66 on Land Court Plan No. 7312-1 as filed with Certificate of Title No. 211736 in Middlesex South District Registration Book 1188 Page 186, bounded and described as follows.

Beginning at a point on the southeasterly sideline of Atlantic Avenue at the intersection of Lots 65 and 66 and thence running N64° 01'54"E, 30.00 feet to a point;

thence running S25° 17'10"E, 376.01 feet to a point;

thence running generally southerly by a curved line with radius of 65.00 along an arc with length of 56.28 feet to a point;

thence running N64° 01'54"E, 252.35 feet to a point;

thence running S25° 58'06"E, 194.54 feet to a point;

thence running S30° 46'15"W, 219.63 feet to a point;

thence running S64° 01'54"W, 118.00 feet to a point;

thence running southwesterly and then westerly by a curved line with radius of 375.00 along an arc with length of 340.91 feet to a point;

thence running N63° 52'55"W, 205.82 feet to a point;

thence running N24° 42'50"E, 33.92 feet to a point;

thence running N64° 42'50"E, 47.98 feet to a point;

thence running S68° 47'56"E, 24.82 feet to a point;

thence running N64° 42'50"E, 101.32 feet to a point;

thence running N25° 17'10"W, 25.00 feet to a point;

thence running N64° 42'50"E, 18.00 feet to a point;

thence running N25° 17'10"W, 136.00 feet to a point;

thence running N64° 42'50"E, 254.00 feet to a point;

thence running N25° 17'10"W, 274.02 feet to the point of beginning.

For title to Parcel I, see, Transfer Certificate of Title No. 209396 as filed in Middlesex South District Registration Book 1177 Page 46; said Lot 66 being a portion of the premises described therein.

Parcel II. (Unregistered land)

A certain triangular parcel of land shown as PARCEL A on a plan entitled "112 COMMERCE WAY 30 ATLANTIC AVENUE WOBURN, MA" dated 5/23/08 by Allen & Major Associates, Inc., recorded as Middlesex South District plan #531 of 2008 and being bounded and described as follows.

Beginning at the easternmost corner of locus along the boundary line of Parcel A and Parcel B on said plan, and thence running S64° 01'54"W by land n/f Metronorth Business Center LLC, 183.65 feet to a point;

thence running N30° 46'15"E by the first parcel hereinabove described, 219.63 feet to a point;

thence running S25° 58'06" E, by land n/f 112 Commerce Way LLC in two courses measuring 105.46 feet and 15.00 feet respectively, to the point of beginning.

Containing 11,061 +/- square feet, according to said plan.

For title to Parcel II, see, foreclosure deed dated 8/1/97 and recorded in Middlesex South District Book 27665 Page 593; said PARCEL A now being a portion of the premises therein described.

Together with those rights set forth in the Grant of Easement from the Trustees of Mark-Philip Trust to Woburn Industrial Associates, Inc. dated 7/5/77 recorded in Book 13230 Page 209 and filed as reg. Doc. #557811.

Together with those rights set forth in an Easement Agreement by and between Christopher Gordon, Trustee of RTC Realty Trust and State Street Bank and Trust Company of Missouri, N.A., Trustee of Industri-plex Site Remedial Trust dated 6/9/98, recorded in Book 28701 Page 170 and filed as reg. Doc. #1068779.

APPENDIX III – Legal Description of Restricted Areas Located within Lot IC-30

Class "B" Land consists of the following described four areas, area one being:

**Land of
Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex
Site Interim Custodial Trust
Woburn, Massachusetts**

Beginning at a point on the common line of land of Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex Site Interim Custodial Trust (Lot IC-30) and land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), said point being South 63° 53' 46" East – 4.89 feet along said common line from the common corner of Lot IC-30 and land now or formerly of RTC Realty Trust (Lot IC-31), thence through Lot IC-30

1. North 29° 56' 02" East – 44.95 feet to a point at the common line of land now or formerly of RTC Realty Trust (Lot IC-31), thence by Lot IC-31
2. North 64° 41' 59" East – 34.00 feet to a point, and
3. South 68° 48' 47" East – 24.82 feet to a point, and
4. North 64° 41' 59" East – 23.04 feet to a point, thence through Lot IC-30
5. South 13° 07' 24" East – 43.36 feet to a point, and
6. South 63° 49' 02" West – 73.27 feet to a point at the common line of land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), thence by Lot 10-1-1
7. North 63° 53' 46" West – 45.91 feet to the point of beginning.

Also shown on a plan consisting of three (3) sheets, entitled "Plan Of Restricted Areas" prepared for: (now or formerly) Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex Site Interim Custodial Trust, Lot IC-30, Woburn, Massachusetts, prepared by Meridian Land Services, Inc., dated January 12, 2004, as revised, and recorded on March 31, 2011 in the Middlesex South District Registry of Deeds as Plan No. 180 of 2011 (the "Plan of Restricted Areas"), a photo-reduced copy of said Plan of Restricted Areas being attached hereto and incorporated herein by reference.

and area two being:

**Land of
Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex
Site Interim Custodial Trust
Woburn, Massachusetts**

Beginning at a point on the common line of land of Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex Site Interim Custodial Trust (Lot IC-30) and land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), said point being 353.35 feet along said common line from the common corner of Lot IC-30 and land now or formerly of RTC Realty Trust (Lot IC-31), thence into Lot IC-30

1. North 34° 40' 16" East – 61.83 feet to a point, and
2. North 28° 22' 18" East – 101.02 feet to a point, and
3. South 28° 00' 12" East – 84.35 feet to a point, and
4. South 44° 58' 28" East – 18.68 feet to a point, and
5. South 29° 36' 41" East – 34.14 feet to a point at the common line of land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), thence by Lot 10-1-1
6. Westerly by a curve to the right having a radius of 375.00 feet a distance of 155.59 feet to the point of beginning.

Also shown on said Plan of Restricted Areas.

and area three being:

**Land of
Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex
Site Interim Custodial Trust
Woburn, Massachusetts**

Beginning at the southeasterly corner of land of Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex Site Interim Custodial Trust (Lot IC-30) and at the common corner of land now or formerly of 112 Commerce Way, LLC (Lot IC-41) at the common line of land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), thence by land Lot 10-1-1

1. South 64° 01' 03" West – 160.89 feet to a point, thence through Lot IC-30
2. North 43° 24' 30" East – 171.89 feet to a point at the common line of land now or formerly of 112 Commerce Way, LLC (Lot IC-41), thence by Lot IC-41

3. South 25° 58' 57" East – 60.51 feet to the point of beginning.

Also shown on said Plan of Restricted Areas.

and area four being:

**Land of
Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex
Site Interim Custodial Trust
Woburn, Massachusetts**

Beginning at a point on the common line of land of Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex Site Interim Custodial Trust (Lot IC-30) and land now or formerly of 112 Commerce Way, LLC (Lot IC-41), said point being South 25° 58' 57" East – 33.67 feet along said common line from the northwesterly corner Lot IC-41, thence by Lot IC-41

1. South 25° 58' 57" East – 160.87 feet to a point, and
2. South 25° 58' 57" East - 58.45 feet to a point, thence into Lot IC-30
3. South 89° 14' 10" West – 98.46 feet to a point, and
4. North 00° 41' 21" East – 100.00 feet to a point, and
5. North 00° 40' 28" East – 98.48 feet to the point of beginning.

Also shown on said Plan of Restricted Areas.

Class "C" Land consists of the following described two areas, area one being

**Land of
Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex
Site Interim Custodial Trust
Woburn, Massachusetts**

Beginning at the northeasterly corner of land of Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex Site Interim Custodial Trust (Lot IC-30) at a point on the southeasterly sideline of Atlantic Avenue and at the common corner of land now or formerly of 20 Atlantic Avenue Realty Trust (Lot IC-18), thence by Lot IC-18

1. South 25° 18' 01" East – 376.01 feet to a point of curve, and
2. Southerly by a curve to the right having a radius of 65.00 feet a distance of 56.28 feet to a point, and

3. North 64° 01' 03" East – 252.35 feet to a point at the common corner of land now or formerly of 112 Commerce Way, LLC (Lot IC-41), thence by Lot IC-41
4. South 25° 58' 57" East – 33.67 feet to a point, thence through Lot IC-30
5. South 00° 40' 28" West – 98.48 feet to a point, and
6. South 00° 41' 21" West – 100.00 feet to a point, and
7. North 89° 14' 10" East – 98.46 feet to a point at the common line of Lot IC-41, thence by Lot IC-41
8. South 25° 58' 57" East – 1.50 feet to a point, thence through Lot IC-30
9. South 43° 24' 30" West – 171.89 feet to a point at the common line of land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), thence by Lot 10-1-1
10. South 64° 01' 03" West – 22.76 feet to a point, and
11. South 64° 01' 03" West – 118.00 feet to a point of curve, and
12. Westerly by a curve to the right having a radius of 375.00 feet a distance of 37.77 feet to a point, thence into Lot IC-30
13. North 29° 36' 41" West – 34.14 feet to a point, and
14. North 44° 58' 28" West – 18.68 feet to a point, and
15. North 28° 00' 12" West – 84.35 feet to a point, and
16. South 28° 22' 18 West – 101.02 feet to a point, and
17. South 34° 40' 16" West – 61.83 feet to a point at the common line of land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), thence by Lot 10-1-1
18. Northwesterly by a curve to the right having a radius of 375.00 feet a distance of 147.54 feet to a point of tangency, and
19. North 63° 53' 46" West – 155.01 feet to a point, thence through Lot IC-30
20. North 63° 49' 02" East – 73.27 feet to a point, and
21. North 13° 07' 24" West – 43.36 feet to a point at the common line of land now or formerly of RTC Realty Trust (Lot IC-31), thence by Lot IC-31

- 22. North 64° 41' 59" East – 78.28 feet to a point, and
- 23. North 25° 18' 01" West – 25.00 feet to a point, and
- 24. North 64° 41' 59" East – 18.00 feet to a point, and
- 25. North 25° 18' 01" West – 136.00 feet to a point, and
- 26. North 64° 41' 59" East – 254.00 feet to a point, and
- 27. North 25° 18' 01" West – 274.02 feet to a point on the southeasterly sideline of Atlantic Avenue, thence by the sideline of Atlantic Avenue
- 28. North 64° 01' 03" East – 30.00 feet to the point of beginning.

The description of this Class C land encompasses, but does not include the Class D land (also known as the South Hide Pile).

Also shown on said Plan of Restricted Areas.

and area two being:

**Land of
Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex
Site Interim Custodial Trust
Woburn, Massachusetts**

Beginning at a point on the common line of land of Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex Site Interim Custodial Trust (Lot IC-30) and land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), said point being at the southwesterly corner of land now or formerly of RTC Realty Trust (Lot IC-31), thence by Lot IC-31

- 1. North 24° 41' 59" East – 33.92 feet to a point, and
- 2. North 64° 41' 59" East – 13.98 feet to a point, thence through Lot IC-30
- 3. South 29° 56' 02" West – 44.95 feet to a point at the common line of land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), thence by Lot 10-1-1
- 4. North 63° 53' 46" West – 4.89 feet to the point of beginning.

Also shown on said Plan of Restricted Areas.

Class "D" Land consists of the following described area:

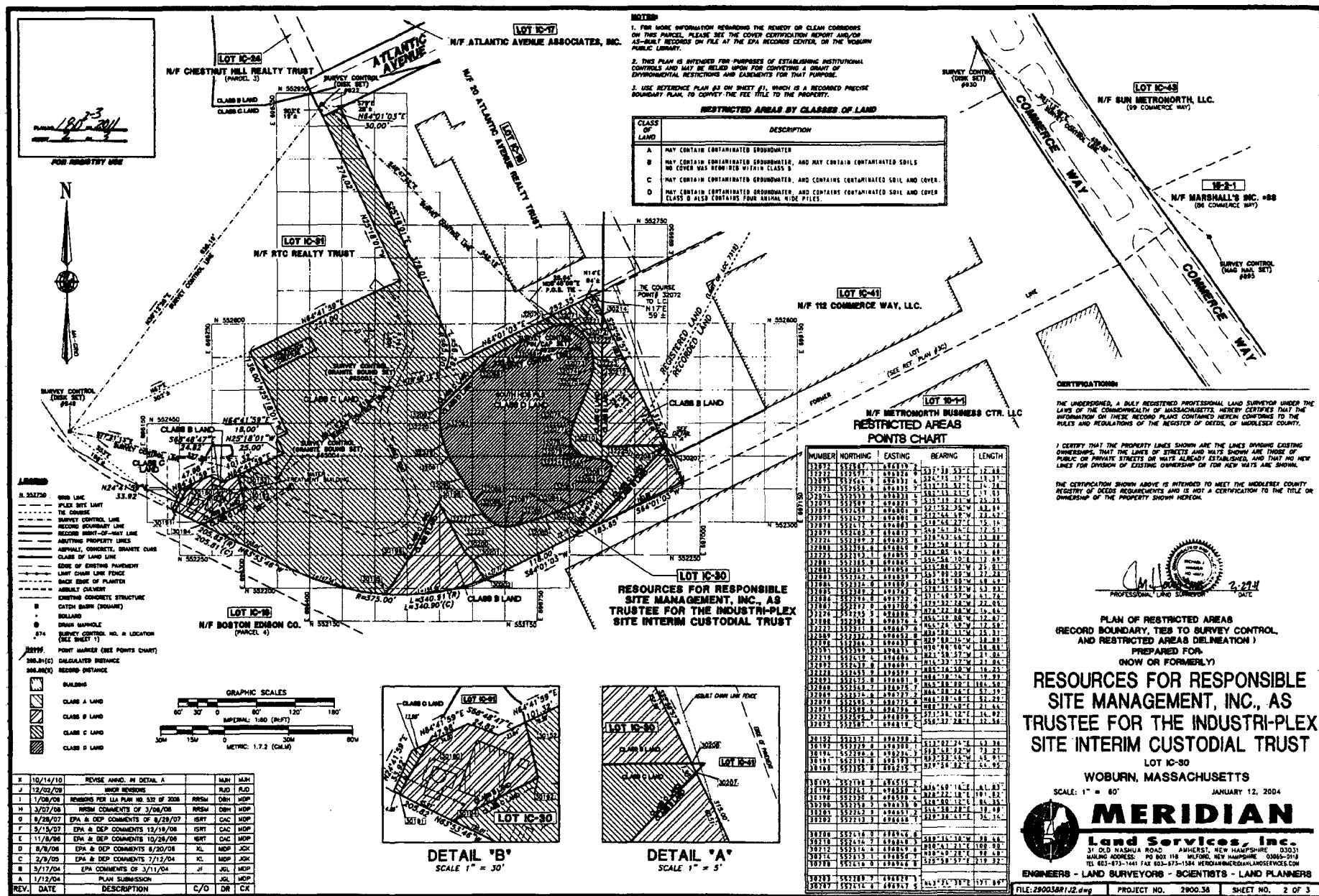
**Land of
Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex
Site Interim Custodial Trust
Woburn, Massachusetts**

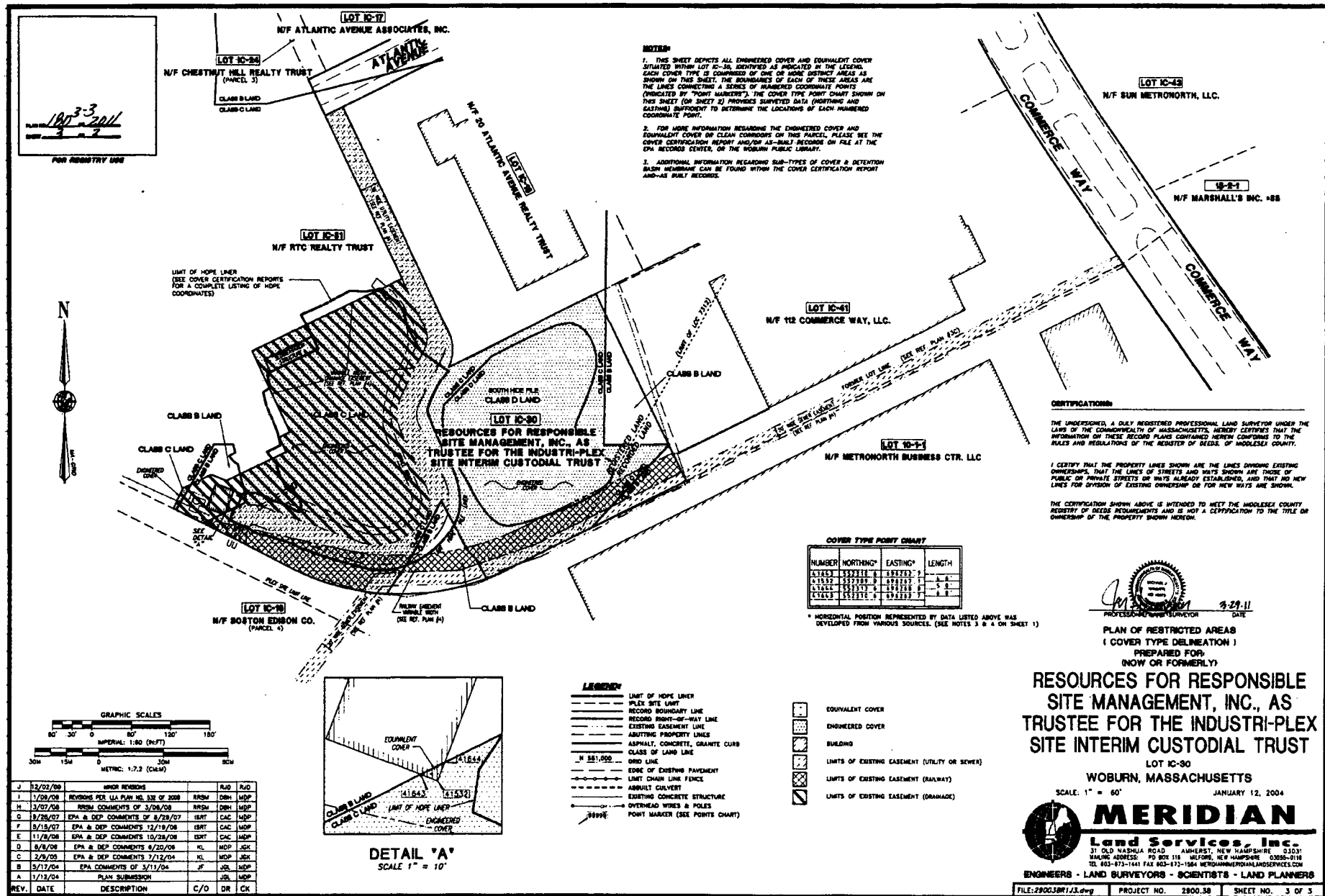
Beginning at a point #32072 on land of Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex Site Interim Custodial Trust (Lot IC-30), said point being located North 08°45'09" East – 25.64 feet from an iron pin with a cap being survey control point #928, said point also being on a tie course of South 17° West – 59 feet more or less from the common corner of Lot IC-30 and the northwesterly corner of land now or formerly of 112 Commerce Way, LLC (Lot IC-41), thence on Lot IC-30

1. South 37° 38' 53" East – 12.60 feet to a point, and
2. South 24° 15' 17" East – 13.37 feet to a point, and
3. South 13°15'57" East – 14.70 feet to a point, and
4. South 02°13'21" East – 17.03 feet to a point, and
5. South 15° 19' 21" West – 25.25 feet to a point, and
6. South 21° 52' 35" West – 63.66 feet to a point, and
7. South 12° 44' 49" West – 23.42 feet to a point, and
8. South 10° 40' 27" East – 15.14 feet to a point, and
9. South 46° 41' 04" East – 12.51 feet to a point, and
10. South 70° 43' 44" East – 13.88 feet to a point, and
11. South 79° 58' 51" East – 15.26 feet to a point, and
12. South 76° 05' 44" East – 14.60 feet to a point, and
13. South 54° 56' 10" East – 12.69 feet to a point, and
14. South 15° 00' 57" West – 25.01 feet to a point, and
15. South 45° 00' 00" West – 27.28 feet to a point, and
16. South 62° 59' 00" West – 40.49 feet to a point, and

17. South 70° 15' 59" West – 43.93 feet to a point, and
18. South 71° 40' 57" West – 41.76 feet to a point, and
19. South 79° 32' 28" West – 22.05 feet to a point, and
20. North 76° 22' 06" West – 14.64 feet to a point, and
21. North 54° 19' 00" West – 12.67 feet to a point, and
22. North 44° 26' 49" West – 12.50 feet to a point, and
23. North 36° 00' 11" West – 25.31 feet to a point, and
24. North 29° 08' 14" West – 38.99 feet to a point, and
25. North 30° 08' 00" West – 38.80 feet to a point, and
26. North 21° 58' 57" West – 21.04 feet to a point, and
27. North 14° 33' 17" West – 21.04 feet to a point, and
28. North 05° 16' 50" West – 16.25 feet to a point, and
29. North 06° 18' 14" East – 19.99 feet to a point, and
30. North 45° 00' 00" East – 104.50 feet to a point, and
31. North 64° 08' 26" East – 57.19 feet to a point, and
32. North 66° 00' 48" East – 52.29 feet to a point, and
33. North 80° 39' 40" East – 21.44 feet to a point, and
34. South 71° 58' 12" East – 14.02 feet to a point, and
35. South 50° 37' 28" East – 12.56 feet to the point of beginning.

Also shown on said Plan of Restricted Areas.





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APPENDIX IV – Work Protocols

SECTION I. GENERAL

1. **Title.** This appendix, which shall be referred to as the “Work Protocols,” is an attachment to an instrument entitled “Industri-Plex Site Institutional Controls” (also referred to as the “Institutional Controls,” “Grant of Environmental Restriction and Easement” or “Grant”), dated December 30, 2010, and recorded and/or registered herewith, in the Middlesex South Registry of Deeds/Land Registration Office.

2. **Definitions.** Unless otherwise defined herein, the terms used in the Work Protocols shall have the meanings set forth in Paragraph 1 (“Definitions”) of the Grant.

3. **Applicability.** Whenever the Institutional Controls prohibit or restrict an activity or use unless conducted in compliance with the Work Protocols, or otherwise require compliance with the Work Protocols, Grantor shall comply with the terms and provisions of this appendix.

4. **Submissions.** All submissions made pursuant to the Work Protocols shall be made in accordance with the requirements of Paragraph 23 (“Notices; Changes of Address”) of the Grant.

5. **General Requirement.** The Work Protocols require Grantor to prepare and submit a work plan in connection with the proposed, but otherwise prohibited activity or use, and in order to comply with certain obligations to cure a Remedy Failure; to obtain certain approvals where specified; and to prepare and submit a completion report when the work described in the work plan is finished. If the activity or use will result in a permanent change to the Institutional Controls, Grantor will also need to modify the Institutional Controls by preparing and submitting revised As Built Records and/or an amendment to the Grant, and related documentation, for review and approval. Grantor is required to engage an Independent Professional or, where permitted, a Qualified Professional to perform certain of these requirements. In some instances, Grantor may also need to retain other professionals, such as a registered land surveyor, to prepare certain submittals. More particularly:

A. Grantor shall prepare and submit in writing to Grantee, with a copy to Settlers:

i. a work plan, prior to conducting the otherwise prohibited activity or use at the Property, or when required as part of an obligation to repair a Remedy Failure;

ii. a revised work plan, if certain contingencies arise; and

iii. a completion report after completing the work; and

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iv. under certain circumstances, if specified, proposed revised As Built Records and/or a proposed amendment to the Institutional Controls, in accordance with Appendix VI ("Amendment Protocol") of the Grant.

B. Grantor shall prepare all submittals, obtain any necessary approvals, provide any necessary notifications, and record and/or register any approved amendment, all in accordance with the requirements set forth in Section II, below, according to the class of land where the work is to be performed, and Appendix VI ("Amendment Protocol"), if a Grant amendment is required. Grantor shall engage an Independent Professional or, where permitted, a Qualified Professional to perform certain requirements, as specified in Section II, below. In the event that the otherwise prohibited activity or use will be performed on multiple classes of land, then the requirements for the most restrictive class of land shall apply, except for those technical requirements which are specific to each separate class of land. For purposes of the preceding requirement, Class D Land is the most restrictive and Class A Land is the least restrictive.

C. Grantor shall perform all work in accordance with the work plan and/or revised work plan, as submitted or, if applicable, as approved. Once Grantor has begun work pursuant to an approved work plan, the terms and conditions of the work plan, as approved, and all related requirements of the Work Protocols shall be enforceable by Grantee, as an obligation of the Grant, pursuant to Paragraph 8 ("Enforcement") and Paragraph 9 ("Stipulated Penalties") of the Grant.

D. Grantor shall satisfy all other applicable requirements of the Work Protocols.

6. Financial Assurance Requirement. If the estimated total cost of performing a proposed work plan, as approved, exceeds twenty-five thousand dollars (\$25,000), then Grantor shall provide written financial assurance of Grantor's ability to perform such work plan, in a form approved by Grantee, such as a surety bond guaranteeing payment, a surety bond guaranteeing performance, an irrevocable standby letter of credit, or such other financial mechanism as may be accepted by Grantee. The financial assurance shall provide that, upon Grantee's determination that Grantor has failed in whole or in part to comply with the terms of the work plan or the Grant, Grantee shall have the right to promptly obtain, without the consent of Grantor, exclusive direction and control over the transfer, use and disbursement of the secured funds or performance benefits to complete the actions, in whole or in part, required by the work plan or the Grant.

7. Establishment of Standard Work Plans.

A. Grantor may submit to Grantee, with a copy to Settlers, a written request to approve a standard work plan for a routine, recurring activity or use,

each occurrence of which would not require an amendment to the Grant, in lieu of submitting a work plan for each occurrence of such activity or use.

B. Each proposed standard work plan shall be submitted in writing, shall be prepared or reviewed by an Independent Professional, and shall include his or her opinion that the particular standard work plan complies with the applicable requirements of Paragraph 13 ("Health and Safety Plan"), Paragraph 14 ("Materials Management and Sampling Protocol") and Paragraph 15 ("Cover and Clean Corridors Protocol") of this appendix, and any applicable requirements of the Grant.

C. Any approval of a standard work plan by Grantee shall only be valid if in writing, and may be made upon such terms and conditions as Grantee deems appropriate. Any such terms and conditions shall be deemed a part of that particular approved standard work plan. Grantee's approval of a particular standard work plan shall remain in effect until the approval either expires by its terms or is withdrawn by Grantee in writing.

D. An activity or use conducted pursuant to an approved standard work plan shall not otherwise be subject to the Work Protocols, provided that Grantor satisfies all of the following requirements.

i. Advance Written Notice. Grantor shall provide Grantee, with a copy to Settlers, fourteen (14) days' advance written notice of the start date of the work to be performed pursuant to a standard work plan. The notice shall identify:

- a. the location of the activity or use to be performed,
- b. the applicable approved standard work plan,
- c. the entity which will perform the activity or use, and
- d. if required by the approved standard work plan, the name and license number of the Independent Professional or, where permitted, the Qualified Professional whom Grantor has engaged to oversee the activity;

ii. Terms and Conditions. Grantor shall comply with the terms and conditions of the applicable approved standard work plan; and

iii. Completion Report. Grantor shall prepare and submit a completion report in accordance with the requirements of Section III ("Completion Report Requirements"), below.

SECTION II. WORK PLAN REQUIREMENTS

8. Work Plan Requirements for Class C Land and Class D Land. For any activity or use which is prohibited, unless conducted in strict compliance with the Work Protocols, and/or when required to repair a Remedy Failure, to be performed in whole or in part within Class C Land and/or Class D Land, the following requirements shall apply. If approval for a work plan is not expressly required, then a work plan would be presumptively approved after the requisite time period has expired, barring notice from Grantee.

A. Activity or Use above Contaminated Media. If the activity or use will disturb the Cover, but not fully penetrate through to the Contaminated Soil or Contaminated Groundwater below, then:

i. a Qualified Professional shall prepare or review the work plan, unless the activity or use will result in a Permanent Cover Modification, in which case an Independent Professional shall prepare and/or review the work plan;

ii. the work plan shall be submitted no less than thirty (30) days prior to the initiation of the activity or use;

iii. the work plan shall include the following items :

a. a description of the proposed activity or use as it pertains to the Remedy, including without limitation any disturbance of the Cover;

b. a schedule for the performance of the activity or use, including without limitation a schedule of times and duration for any open excavation;

c. a map and, if necessary, a surveyed plan showing the location of the proposed activity or use, which Grantee may also require at its sole discretion;

d. the names, addresses and telephone numbers of Grantor's primary contacts for the proposed activity or use, including without limitation Grantor, its lessees or other parties responsible for submitting the work plan, its or their contractors and consultants, and the Qualified Professional or, if applicable, the Independent Professional, engaged to prepare or review the work plan;

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iv. the work plan shall satisfy the applicable requirements of Paragraph 15 ("Cover and Clean Corridors Protocol") of this appendix; and

v. the Qualified Professional or the Independent Professional, as the case may be, shall provide a written opinion that the work plan complies with the applicable requirements of Paragraph 15 ("Cover and Clean Corridors Protocol") of this appendix, and any applicable requirements of the Grant.

B. Accidental Exposure of Contaminated Media. In the event that Grantor or any other party performing an activity or use pursuant to subparagraph 8.A. of this appendix, above, fully penetrates the Cover through to the Contaminated Soil or Contaminated Groundwater below, then Grantor or such other party shall:

i. immediately cease work in the area where the Cover penetration occurred until a revised work plan is approved, as set forth below, and secure the area in order to prevent the release of, or exposure to, such material, or any run-on or run-off, and otherwise comply with the requirements of section ii. ("Temporary On-Site Storage") of subparagraph 14.A. ("Management of Soils and Sediments") and section ii. ("Temporary On-Site Storage") of subparagraph 14.B. ("Management of Groundwater and Water from Dewatering");

ii. immediately orally notify Grantee of such event, and no later than seven (7) days after the date of such event submit written notification thereof to Grantee, with a copy to Settlers;

iii. submit a revised work plan in accordance with the requirements of subparagraph 8.C. ("Activity or Use within Contaminated Media"), except that it shall be submitted no later than thirty (30) days after the date of such event rather than sixty (60) days prior to initiation of the activity or use; and

iv. promptly perform the approved work plan.

C. Activity or Use within Contaminated Media. If the activity or use will fully penetrate the Cover through to the Contaminated Soil or Contaminated Groundwater below, or otherwise disturb Contaminated Soil or Contaminated Groundwater, then:

i. an Independent Professional shall prepare or review the work plan;

ii. Grantor shall obtain Grantee's written approval of the work plan before commencing the proposed activity or use;

1
2 iii. the work plan shall be submitted no less than sixty (60) days
3 prior to initiation of the activity or use;

4
5 iv. the work plan shall include the following items:

6
7 a. a description of the proposed activity or use as it pertains
8 to the Remedy, including without limitation any disturbance of the
9 Cover;

10
11 b. a schedule for the performance of the activity or use,
12 including without limitation a schedule of times and duration for
13 any open excavation;

14
15 c. a map and, if necessary, a surveyed plan showing the
16 location of the proposed activity or use, which Grantee may also
17 require at its sole discretion;

18
19 d. the names, addresses and telephone numbers of
20 Grantor's primary contacts for the proposed activity or use,
21 including without limitation Grantor, its lessees or other parties
22 responsible for submitting the work plan, its or their contractors
23 and consultants, and the Independent Professional engaged to
24 prepare or review the work plan;

25
26 e. a Health and Safety Plan, prepared in accordance with
27 the requirements of Paragraph 13 ("Health and Safety Plan") of
28 this appendix;

29
30 f. estimates of the volume of soils, sediments, surface
31 water, and/or groundwater that will be excavated, stored, contained
32 and/or disposed of;

33
34 g. an estimate of the total cost of performing the proposed
35 work plan, including all construction (e.g., labor and materials) and
36 related transactional costs (including, but not limited to, planning,
37 engineering design, inspection, and documentation costs); and

38
39 h. a financial assurance, if required by Paragraph 6
40 ("Financial Assurance Requirement") of this appendix, as provided
41 therein;

42
43 v. the work plan shall satisfy the following requirements:

44
45 a. the requirements of Paragraph 14 ("Materials
46 Management and Sampling Protocol") of this appendix; and

b. the requirements of Paragraph 15 ("Cover and Clean Corridors Protocol") of this appendix; and

vi. the Independent Professional shall provide a written opinion that the work plan complies with the requirements of Paragraph 13 ("Health and Safety Plan"), Paragraph 14 ("Materials Management and Sampling Protocol") and Paragraph 15 ("Cover and Clean Corridors Protocol") of this appendix, and any applicable requirements of the Grant.

9. Work Plan Requirements for Class A Land and Class B Land. For any activity or use which is prohibited, unless conducted in strict compliance with the Work Protocols, to be performed in whole or in part within Class A Land and/or Class B Land:

A. an Independent Professional shall prepare or review the work plan;

B. the work plan shall be submitted no less than thirty (30) days prior to initiation of the activity or use;

C. the work plan shall include the following items:

i. a description of the proposed activity or use;

ii. a schedule for the performance of the activity or use;

iii. a map and/or, upon the request of Grantee, a surveyed plan showing the location of the proposed activity or use;

iv. the names, addresses and telephone numbers of Grantor's primary contacts for the proposed activity or use, including without limitation Grantor, its lessees or other parties responsible for submitting the work plan, its or their contractors and consultants, and the Independent Professional engaged to prepare or review the work plan; and

v. a Health and Safety Plan, prepared in accordance with the requirements of Paragraph 13 ("Health and Safety Plan") of this appendix, unless the activity or use is to be performed wholly within Class A Land, in which case if it can be demonstrated to the satisfaction of the Grantee that Contaminated Groundwater is not present in or near the area of all proposed intrusive work, then such a health and safety plan shall not be required;

D. the work plan shall satisfy the following requirements:

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i. the applicable requirements of Paragraph 14 ("Materials Management and Sampling Protocol") of this appendix; and

ii. a financial assurance, if required by Paragraph 6 ("Financial Assurance Requirement") of this appendix, as provided therein;

E. the Independent Professional shall provide a written opinion that the work plan complies with the requirements of Paragraph 13 ("Health and Safety Plan"), the applicable requirements of Paragraph 14 ("Materials Management and Sampling Protocol") and any applicable requirements of the Grant; and

F. in the event that Grantor or any other party performing an activity or use pursuant to subparagraphs 9.A. through 9.E. of this appendix, above, discovers Contaminated Soil during the performance of such activity or use, then Grantor or such other party shall:

i. if the work plan was prepared for activity or use solely within Class A Land, immediately cease work in the area where the Contaminated Soil was discovered, until a revised work plan is approved, as set forth below, and secure the area in order to prevent the release of, or exposure to, such material, or any run-on or run-off, and otherwise comply with the requirements of section ii. ("Temporary On-Site Storage") of subparagraph 14.A. ("Management of Soils and Sediments");

ii. immediately orally notify Grantee of such discovery, and no later than seven (7) days after the date of such event submit written notification thereof to Grantee, with a copy to Settlers;

iii. submit a revised work plan in accordance with the requirements of subparagraph 8.C ("Activity or Use within Contaminated Media"), as applicable, no later than thirty (30) days after the date of such discovery, containing a proposal either:

a. to reclassify the land to Class C Land or Class D Land, requiring a new Cover over the Contaminated Soil, in which case the revised work plan shall demonstrate that the applicable requirements of Paragraph 15 ("Cover and Clean Corridors Protocol") of this appendix are satisfied; or

b. to excavate and dispose of the Contaminated Soil, in which case the revised work plan shall demonstrate that the applicable requirements of Paragraph 14 ("Materials Management and Sampling Protocol") of this appendix are satisfied;

iv. promptly submit, along with the revised work plan, the written opinion of an Independent Professional that the revised work plan

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1 complies with the requirements of subparagraph 9.F.iii., above, and any
2 applicable requirements of the Grant;

3
4 v. obtain Grantee's written approval of the revised work plan prior
5 to the commencement of the activity or use set forth in the revised work
6 plan; and

7
8 vi. promptly perform the approved revised work plan.
9

10
11 SECTION III. COMPLETION REPORT REQUIREMENTS.
12

13 10. Completion Report Requirements for Class C Land and Class D Land. After
14 completion of any activity or use conducted in whole or in part within Class C Land or
15 Class D Land requiring submission of a work plan, including without limitation any
16 activity or use conducted pursuant to Paragraph 7 ("Establishment of Standard Work
17 Plans") of this appendix, or subparagraph 4.D ("Remedy Failure: Preliminary Action,
18 Notification and Repair") or Paragraph 5 ("Emergency Excavation") of the Grant:
19

20 A. If the activity or use disturbed the Cover without fully penetrating
21 through to the Contaminated Soil or Contaminated Groundwater below, then:
22

23 i. the completion report shall be submitted in writing, no more
24 than thirty (30) days following completion of all work pursuant to the
25 work plan;

26
27 ii. the completion report shall be prepared or reviewed by a
28 Qualified Professional, and shall include his or her opinion that the
29 activity or use has been performed in compliance with the work plan, as
30 approved, including sufficient supporting information; and
31

32 iii. if, as a result of the activity or use, a Permanent Cover
33 Modification is implemented, then Grantor shall also:
34

35 a. obtain Grantee's written approval of the revised As Built
36 Records, including fully and adequately addressing any comments
37 or concerns that Grantee may identify in connection with its review
38 prior to issuing such approval, and no later than thirty (30) days
39 after Grantee issues such approval, Grantor shall submit two (2)
40 copies of the revised As Built Records, as approved, to EPA for
41 retention in the Document Repository; and
42

43 b. if such Permanent Cover Modification results in or
44 requires, as Grantee, in its sole discretion, may determine, a change
45 in the areal extent of the boundaries of any of the Restricted Areas,
46 the Engineered Cover and/or the Equivalent Cover as shown on the

Plan of Restricted Areas, then Grantor shall also comply with the requirements of Appendix VI ("Amendment Protocol") of the Grant;

B. If the activity or use fully penetrated the Cover through to the Contaminated Soil or Contaminated Groundwater below, or resulted in a Permanent Cover Modification and/or new or replacement Cover, then:

i. the completion report shall be submitted in writing, no more than sixty (60) days following completion of all work pursuant to the work plan;

ii. the completion report shall demonstrate compliance with the work plan and Section IV ("Technical Requirements") of this appendix, and shall include without limitation sufficient supporting information such as sampling results, disposal information, if applicable, and any Independent Professional opinion(s) required by Section IV ("Technical Requirements") of this appendix;

iii. the completion report shall be prepared or reviewed by an Independent Professional, and shall include his or her opinion that the activity or use has been performed in compliance with the work plan, as approved; and

iv. if, as a result of the activity or use, a Permanent Cover Modification and/or new Cover is implemented, then the completion report shall also include an Independent Professional's opinion in accordance with subparagraph 15.C.vi. of this appendix, and Grantor shall also:

a. obtain Grantee's written approval of the revised As Built Records, including fully and adequately addressing any comments or concerns that Grantee may identify in connection with its review prior to issuing such approval, and no later than thirty (30) days after Grantee issues such approval, Grantor shall submit two (2) copies of the revised As Built Records, as approved, to EPA for retention in the Document Repository; and

b. if such Permanent Cover Modification results in or requires, as Grantee, in its sole discretion, may determine, a change in the areal extent of the boundaries of any of the Restricted Areas, the Engineered Cover and/or the Equivalent Cover as shown on the Plan of Restricted Areas, then Grantor shall also comply with the requirements of Appendix VI ("Amendment Protocol") to the Grant.

11. Completion Report Requirements for Class A Land and Class B Land.

A. Except as provided in subparagraph 11.B., of this appendix, after completion of any restricted activity or use conducted in whole or in part within Class A Land or Class B Land, including without limitation any activity or use conducted pursuant to Paragraph 7 ("Establishment of Standard Work Plans") of this appendix or Paragraph 5 ("Emergency Excavation") of the Grant:

i. the completion report shall be submitted in writing no more than thirty (30) days following completion of all work pursuant to the work plan;

ii. the completion report shall demonstrate compliance with the work plan and Section IV ("Technical Requirements") of this appendix, and shall include without limitation sufficient supporting information such as sampling results, disposal information, if applicable, and any other Independent Professional opinion(s) required by Section IV ("Technical Requirements") of this appendix;

iii. the completion report shall be prepared or reviewed by an Independent Professional, and shall include his or her opinion that the activity or use has been performed in compliance with the work plan, as approved; and

iv. if, as a result of the activity or use, an existing Clean Corridor is permanently modified or a new Clean Corridor is established, then Grantor shall also:

a. obtain Grantee's written approval of the revised As Built Records, including fully and adequately addressing any comments or concerns that Grantee may identify in connection with its review prior to issuing such approval, and no later than thirty (30) days after Grantee issues such approval, Grantor shall submit two (2) copies of the revised As Built Records, as approved, to EPA for retention in the Document Repository; and

b. if such permanent modification to an existing Clean Corridor results in or requires, as Grantee, in its sole discretion, may determine, a change in the areal extent of the boundaries of the Clean Corridor as shown on the Plan of Restricted Areas, and/or if Grantor establishes any new Clean Corridors, then Grantor shall also comply with the requirements of Appendix VI ("Amendment Protocol") to the Grant.

B. If, during the performance of any restricted activity or use pursuant to Paragraph 9 of this appendix, Grantor elects to reclassify a portion of land to

1 Class C Land or Class D Land and constructs new Cover over the Contaminated
2 Soil pursuant to subparagraph 9.F. of this appendix, then for any activity or use
3 conducted in that area of the Property, in lieu of complying with the requirements
4 of subparagraph 11.A. of this appendix, Grantor shall comply with the completion
5 report requirements for Class C Land and Class D Land applicable to new Cover,
6 set forth in subparagraph 10.B. of this appendix.
7
8

9 SECTION IV. TECHNICAL REQUIREMENTS
10

11 12. Reference Information. Technical documents at the Document Repository
12 and other documents or information pertaining to the Site may be reviewed as reference
13 material for satisfying the requirements of this Section IV ("Technical Requirements").
14 For Class C Land and Class D Land, original As Built Records and/or other plans are
15 contained in the Cover Certification Report.
16

17 13. Health and Safety Plan. The Health and Safety Plan (the "HSP") shall be
18 prepared in accordance with the requirements in 29 CFR §1910.120, as amended, and/or
19 any and all similar and relevant laws, rules, or regulations then existing. The HSP shall
20 be approved by a Certified Industrial Hygienist ("CIH"). The plan shall include, but not
21 be limited to, the following items:
22

23 A. Contaminant Information. Information on the nature, extent and
24 concentrations of Contaminated Soil, Contaminated Groundwater and other
25 Hazardous Substances, if any, which are anticipated to be present in the media
26 that will be impacted by the activity or use proposed in the work plan;
27

28 B. Description of Tasks. A description of tasks which may involve
29 exposure to Contaminated Soil, Contaminated Groundwater and other Hazardous
30 Substances;
31

32 C. Safety Precautions. A description of anticipated actions to protect the
33 health, safety, and welfare of workers and the general public during the
34 performance of the activity or use proposed in the work plan. Actions may
35 include, but would not necessarily be limited to, air monitoring, dust control, odor
36 control, and erosion and sedimentation control measures. Such measures should
37 be employed when the Independent Professional and/or the Safety Officer
38 designated in the HSP determines through site-specific research, visual or
39 olfactory observations and/or monitoring that they are necessary. Intrusive
40 activities into groundwater in any class of land may cause exposure to volatile
41 organic compounds and/or elevated metal levels (particularly arsenic).
42 Monitoring of volatile organic compounds and appropriate direct contact
43 protection measures should be conducted for such activities. For intrusive
44 activities performed in Class B Land, Class C Land, and Class D Land, whether
45 into groundwater or only soils, an action level for total particulates should be
46 established to trigger immediate dust suppression measures and the upgrade of the

1 level of protection as necessary. In addition, such activities may cause the release
2 of hydrogen sulfide and other odorous gases from Contaminated Soils. An action
3 level should also be established for such odorous gases. A supply of odor control
4 materials (e.g., clean fill and/or odor suppressant foam) should be readily
5 available for use in the area where the intrusive activities are conducted;
6

7 D. Physical and Biological Hazards. Discussion of all relevant potential
8 physical and biological hazards;
9

10 E. Informing Workers. A requirement that all persons engaged in the
11 work read and acknowledge the provisions of the HSP, and document compliance
12 with said provisions; and
13

14 F. Worker Training. A requirement that all persons engaged in the work
15 have received appropriate and current training in matters of Health and Safety in
16 accordance with 29 CFR §1910.120, as amended, and/or any and all similar and
17 relevant laws, rules, or regulations then existing.
18

19 14. Materials Management and Sampling Protocol.
20

21 A. Management of Soils and Sediments. For Class B Land, Class C Land
22 and Class D Land, the following management requirements shall apply to soils
23 and sediments, associated materials and personal protective equipment:
24

25 i. General. Excavated soils and sediments generated while
26 performing work at the Property shall be stored, sampled and analyzed by
27 an Independent Professional prior to disposal. All soil, sediments and
28 associated materials and personal protective equipment, shall be managed
29 and disposed of in accordance with the opinion of an Independent
30 Professional and in compliance with all applicable federal, state and local
31 laws, regulations and ordinances;
32

33 ii. Temporary On-Site Storage. Excavated soils and sediments
34 stored on the Property shall be covered with and stored on impermeable
35 material to contain the excavate and prevent precipitation infiltration. The
36 excavation and the excavate shall be bermed around its perimeter to
37 collect precipitation run-off and prevent run-on. Saturated soils requiring
38 dewatering shall be dewatered and water from such dewatering shall be
39 collected and managed in accordance with subparagraph 14.B. The
40 excavation and the excavate shall be designed and marked appropriately to
41 prevent unauthorized access. Soils and sediments excavated, collected,
42 used, and subsequently placed and/or stored on Site shall be sampled and
43 properly disposed of within ninety (90) days from the date such on-site
44 storage is commenced;
45

1 iii. Soil brought onto, or moved from within, the Property. Soil
2 brought on to, or moved from within, the Property to be used as Cover or
3 within Clean Corridors shall first be sampled and analyzed to show that it
4 is below the applicable MCP Reportable Concentration standards;

5
6 iv. Due Care. Care shall be taken to avoid mixing Contaminated
7 Soil with clean fill; and

8
9 v. Disposal Alternatives. Subject to the requirements of
10 subparagraph 14.A.i, disposal alternatives for soils and sediments include,
11 but are not limited to, the following options:

12
13 a. Sampled Soils and Sediments which are Contaminated
14 Soils. Any soils and sediments which are determined to contain
15 Contaminated Soils after sampling and analysis:

16
17 (i) may be disposed of at a permitted off-site
18 facility, compliant with 40 C.F.R. § 300.440, following
19 fifteen (15) days' advance, written notice to Grantee and
20 EPA; or

21
22 (ii) may be placed below the Cover anywhere
23 within the Site with the permission of the owner of the
24 property where such placement will occur and subject to
25 and in accordance with the requirements of the grant of
26 environmental restriction and easement applicable to that
27 property, provided that the Independent Professional's
28 opinion includes a determination that such placement will
29 not degrade the receiving area by introducing new
30 contaminants;

31
32 b. Unsampled Soils and Sediments. Unsampled, excavated
33 soils and sediments may be placed back into the excavation from
34 which they were originally removed, below the Cover, if any, and
35 within the same Class of Land. Alternatively, unsampled,
36 excavated soils may be placed below the Cover, if any, within the
37 same Class of Land, elsewhere on the Property, subject to the
38 Work Protocols applicable to Class B Land, Class C Land and/or
39 Class D Land, as the case may be.

40
41 B. Management of Groundwater and Water from Dewatering. For all
42 Restricted Areas, the following management requirements shall apply to
43 groundwater, water from dewatering activities, associated materials, and personal
44 protective equipment:
45

i. General. Groundwater and water from dewatering activities generated while performing work at the Property shall be contained, sampled and analyzed by an Independent Professional prior to disposal. Such water, associated materials and personal protective equipment shall be managed, treated as necessary, and disposed of in accordance with the opinion of an Independent Professional and in compliance with all applicable federal, state and local laws, regulations and ordinances;

ii. Temporary On-Site Storage. Groundwater, water from dewatering activities, and other contaminated materials (e.g., personal protective equipment) extracted, pumped, excavated, collected, and subsequently placed and/or stored on the Property shall be properly disposed of within ninety (90) days from the date such on-site storage is commenced.

C. Sampling. For all Restricted Areas, the following sampling requirements shall apply:

i. General. Sampling of all relevant media (e.g., soil, sediment, groundwater, surface water and other materials) shall be sufficient to assure adequate characterization for the end use of the materials (including any discharge or disposal) in accordance with State and federal law and this Section IV ("Technical Requirements"), and as required by an Independent Professional;

ii. Confirmatory Sampling. The work plan shall specify sampling details and identify sampling locations. For purposes of reclassification or after removal of Contaminated Soil, sampling shall include, at a minimum, the bottom and all four sides of an excavation and/or sufficient coverage of the subject area, as required by the Independent Professional.

15. Cover and Clean Corridors Protocol.

A. Excavation. In the excavation of Cover and Clean Corridors, the following protocol shall apply:

i. Soil, Geotextile and/or Geomembrane Cover.

a. Unless the approved work plan provides otherwise, digging within twelve (12) inches of the geotextile fabric or geomembrane material of the Cover shall be done with care by hand to locate and avoid damage or penetration of the geotextile/geomembrane material, and to prevent mixing soil from above the geotextile/geomembrane material with Contaminated Soil from below; and

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1 b. Unless the approved work plan provides otherwise, soil
2 from above the geotextile fabric or geomembrane material shall be
3 removed and segregated prior to cutting the
4 geotextile/geomembrane material so that mixing of such soil and
5 Contaminated Soil from below does not occur;

6
7 ii. Asphalt or Concrete Cover. Broken asphalt or concrete Cover
8 may be reused below the Cover in accordance with all applicable federal,
9 State, and local regulations, policies and guidelines. No asphalt or
10 concrete Equivalent Cover shall be disposed of off the Property, unless the
11 work plan includes a plan for the prior decontamination of the asphalt or
12 concrete, or other alternative procedures;

13
14 iii. Inspections. Grantor shall fully cooperate with Grantee and its
15 representatives seeking to inspect the work; and

16
17 iv. Supervision of Work. Grantor shall retain an Independent
18 Professional to supervise the excavation, if an Independent Professional
19 developed or reviewed the work plan. Grantor shall retain a Qualified
20 Professional to supervise the excavation, if a Qualified Professional
21 developed or reviewed the work plan.

22
23 B. Design.

24
25 i. Replacement Cover and Clean Corridors. For the replacement
26 of Cover and/or Clean Corridors, engineering plans and specifications of
27 the work, stamped by a Professional Engineer (P.E., Civil), shall be
28 submitted with the work plan. Such plans shall illustrate that, after the
29 work, the structure and type of original Cover or Clean Corridor will be
30 reproduced in accordance with the Cover Certification Report, as
31 amended.

32
33 ii. Permanent Cover Modification and New Cover. For the design
34 of a Permanent Cover Modification and/or new Cover, the following
35 protocols shall apply:

36
37 a. Design Drawings. New or revised design drawings,
38 stamped by a Professional Engineer (P.E., Civil), shall be
39 submitted with the work plan;

40
41 b. Equivalent Protection. The new or revised design of the
42 Cover shall provide protection of human health and the
43 environment, equivalent to or greater than that provided by similar
44 types of Cover included as a part of the original 100% Remedial
45 Design for the Site prepared by Golder and distributed for bidding

1 in April 1992, a copy of which is on file in the Document
2 Repository; and
3

4 c. Design Criteria. The new or revised Cover design shall
5 address the following design criteria:
6

7 (i) containment and isolation of Contaminated Soil
8 to prevent contact by human receptors;
9

10 (ii) prevention of erosion by water, wind or use of
11 the Property;
12

13 (iii) adequate resistance to frost action/heaving;
14

15 (iv) prevention of settlement or subsidence;
16

17 (v) management of surface water during and after
18 construction, including provisions to withstand the effects
19 of 25-year return period storms;
20

21 (vi) ability to withstand customary and expected
22 activities and uses;
23

24 (vii) long-term protectiveness; and
25

26 (viii) location-specific requirements of all
27 applicable federal, state and local laws, regulations and
28 ordinances.
29

30 iii. Permanent Modifications to Existing Clean Corridors and New
31 Clean Corridors. For the design of permanent modifications to existing
32 Clean Corridors and new Clean Corridors, design drawings, stamped by a
33 Professional Engineer (P.E., Civil), shall be submitted with the work plan.
34

35 C. Construction. In the construction of replacement and new Cover and
36 Clean Corridors, and Permanent Cover Modifications and permanent
37 modifications to existing Clean Corridors, unless the approved work plan
38 provides otherwise, the following protocol shall apply:
39

40 i. Patching Geotextile or Geomembrane. A patch of replacement
41 or added geotextile or geomembrane layer of the Cover or Clean Corridor
42 shall be done in accordance with the original Site, or most recent
43 applicable, design specifications, and in accordance with the following
44 requirements:
45

1 a. a patch of replacement or added geotextile shall be sewn
2 to the existing geotextile with a continuous seam if installed on a
3 slope or, if it is not installed on a slope, the patch may be sewn as
4 described above or placed with each edge overlapping the original
5 Cover or Clean Corridor geotextile by a minimum of three (3) feet;
6 and
7

8 b. a patch of replacement or added geomembrane shall be
9 bonded to existing geomembrane in a manner that will provide
10 equivalent strength and durability to that of the original design;
11

12 ii. Transitions and Tie-Ins. Transitions within the Cover (i.e.,
13 where one type of Cover abuts a different type of Cover, or land without a
14 Cover) and tie-ins for the Clean Corridors shall be constructed in
15 accordance with the original Site or most recent applicable design
16 specifications;
17

18 iii. Inspections. Grantor shall fully cooperate with Grantee and its
19 representatives seeking to inspect the work;
20

21 iv. Supervision. If the work will fully penetrate through the Cover
22 or Clean Corridor to the Contaminated Soil or Contaminated Groundwater
23 below, then Grantor shall retain an Independent Professional to supervise
24 the construction and ensure compliance with the engineering plans and
25 specifications. Otherwise, Grantor may retain a Qualified Professional to
26 supervise the construction and ensure compliance with the engineering
27 plans and specifications;
28

29 v. Surveying During Construction. As necessary, Grantor shall
30 retain a Massachusetts registered land surveyor to horizontally and
31 vertically locate all aspects of the new Cover, replacement Cover and new
32 Clean Corridors as they are being constructed, including but not limited to,
33 the location of geotextile, geomembrane, clean fill, final ground elevation
34 and all structures associated with the Cover or Clean Corridor design; and
35

36 vi. As Built Records. For the completion report, Grantor shall
37 produce new or revised As Built Records for new Cover, new Clean
38 Corridors, Permanent Cover Modifications, and permanent modifications
39 to Clean Corridors, as applicable. The As Built Records shall be stamped
40 by a Professional Engineer (P.E., Civil). For new Cover and Permanent
41 Cover Modifications, the Independent Professional shall also provide a
42 written opinion that the As Built Records continue to support his or her
43 original opinion on the protection of human health and the environment.
44 The As Built Records shall be of the same or equivalent quality and detail
45 as the original As Built Records for the Property, if any, and shall include
46 without limitation the survey by the Massachusetts registered land

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- 1 surveyor, locating the horizontal and vertical extent of the Cover or Clean
- 2 Corridor, required in subparagraph 15.C.v, above.

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APPENDIX V – Cover Inspection Plan

1. **Title.** This appendix, which shall be referred to as the “Cover Inspection Plan,” is an attachment to an instrument entitled “Industri-Plex Site Institutional Controls” (also referred to as the “Institutional Controls,” “Grant of Environmental Restriction and Easement” or “Grant”), dated December 30, 2010, and recorded and/or registered in the Middlesex South Registry of Deeds/Land Registration Office.

2. **Definitions.** Unless otherwise defined herein, the terms used in the Cover Inspection Plan shall have the meanings set forth in Paragraph 1 (“Definitions”) of the Grant.

3. **Applicability.** In accordance with subparagraph 4.A.iii of the Grant, Grantor shall comply with the provisions of this appendix when performing an inspection of the Cover or preparing a Cover inspection report.

4. **Purpose.** In order to ensure that Grantor adequately fulfills its obligations to perform periodic Cover inspections and submit Cover inspection reports, this appendix sets forth minimum Cover inspection and Cover inspection report requirements.

5. **Consideration of Potential Disturbance to the Cover.** Grantor should consider potential disturbances to the Cover which may reasonably be anticipated to occur, including, without limitation:

A. insufficient vegetation resulting in erosion of the Cover by storm water runoff and/or wind; woody growth whose roots could penetrate the Cover;

B. animal burrows;

C. cracks or fissures of the Cover resulting from excessive differential settlement; potholes and other structural damage to the Cover; and

D. disturbances or damage to the Cover by personnel and/or equipment; and damage to the permanent surveyed monuments, or any security fences.

6. **Minimum Cover Inspection Requirements.** Each Cover inspection shall at a minimum include a Site walkover and the establishment of a visual record of the inspection by means of video and/or photographs. Special attention should be given to each of the following:

A. **Cover Integrity.** The integrity of the Cover and documentation of wash-outs, erosion gullies, damage or deterioration and other breaks (such as cracks, potholes and ruts) in the Cover affecting its ability to prevent direct contact with underlying Contaminated Soils;

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B. Subsidence. Any subsidence which may occur as a result of differential settlement shall be recorded, especially as may affect the integrity of the geotextile fabric;

C. Vegetation. Vegetation shall be monitored for (i) bare areas and/or areas without sufficient growth to prevent wind and/or water erosion, which shall be noted for replacement; (ii) any woody growth, which shall be noted for removal before the roots can penetrate the geotextile fabric; and (iii) any undesirable wetland vegetation (e.g., phragmites, purple loosestrife, etc.), which shall be noted for removal;

D. Drainage Structures. The Cover associated with drainage areas and structures shall be inspected for any damage which interferes with the original design and performance of the structure, or the structure's ability to serve as a Cover. The inspection shall note any blockages which could impede or change the course of flow and cause erosion. Culverts shall be noted for cleaning out as appropriate to prevent flooding of upstream areas. The stormwater storage areas shall be checked for erosion, clogging, and accumulation of sediment; and

E. Survey Monuments. The permanent surveyed monuments delineating the boundaries of the Restricted Areas and the Property, and the security fences, shall be inspected for possible damage; any such damage shall be noted for repair or replacement.

7. Inspection Conditions. Inspections of the Cover shall be performed when snow and ice are not covering the ground and no more than three (3) days after mowing of the Cover vegetation, if inspected during the summer months.

8. Documentation and Reporting.

A. The written inspection report shall include a visual record of the inspection by means of videos and/or photographs with date stamp(s). Any required repair and/or maintenance work shall be assessed and noted in the inspection report for performance in accordance with the Normal Maintenance provisions and Remedy Failure provisions (including the Work Protocols) of the Institutional Controls, as appropriate. Written records of any interviews held with parties involved at the Property, particularly with its operation and maintenance, shall be included in the inspection report.

B. Grantor shall maintain copies of the inspection reports it submits at the Property.

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APPENDIX VI – Amendment Protocol

SECTION I. GENERAL

1. **Title.** This appendix, which shall be referred to as the “Amendment Protocol,” is attached to an instrument entitled “Grant of Environmental Restriction and Easement” (“GERE”), dated December 30, 2010, and incorporated therein by reference.
2. **Definitions.** Unless otherwise defined herein, the terms used in this Amendment Protocol shall have the meanings set forth in Paragraph 1 (“Definitions”) of the GERE.
3. **Applicability.** Whenever the GERE, including without limitation the Work Protocols (attached as Appendix IV (“Work Protocols”)) to the GERE require compliance with the Amendment Protocol, Grantor shall comply with the terms and provisions of this appendix.
4. **Submissions.** All submissions made pursuant to this Amendment Protocol shall be made in accordance with the requirements of Paragraph 23 (“Notices; Changes of Address”) of the GERE.

SECTION II. REQUIREMENTS

5. **Proposed Amendment.** Grantor shall prepare, sign and submit a written request for Grantee to review and approve the proposed amendment to the GERE, with a copy to other Settlers, which shall include the following information and documentation:
 - A. Grantor’s name, address and telephone number, the address of the affected property, and a brief description of the proposed amendment and the reason for the proposal;
 - B. the proposed amendment, in recordable form satisfactory to Grantee, which shall amend the Grant, as appropriate, so as to incorporate any proposed modification, including without limitation:
 - i. a change in the classes of land included in the Restricted Areas;
 - ii. a revision to the Plan of Restricted Areas resulting from a change to the areal extent of the boundaries of existing Cover or existing Clean Corridors, the establishment of new Cover or new Clean Corridors, and any change to the boundaries of the Restricted Areas; and

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iii. any other permanent change to the GERE which may be proposed by Grantor pursuant to subparagraph 15.B. of the GERE;

C. proposed revised appendices to the GERE and related plans and documentation, which shall at a minimum provide for:

i. appropriate revisions to the legal description of the Restricted Areas attached as Appendix III ("Legal Description of the Restricted Areas") of the GERE, if applicable;

ii. appropriate revisions to the Plan of Restricted Areas;

iii. proper and customary evidence of Grantor's authority to execute the proposed amendment and related documentation;

iv. a proposed, updated Certification of Title which shall update the Certification of Title previously provided to Grantee in connection with the establishment of the GERE, and shall be prepared in accordance with the title requirements set forth in the Inauguration Plan (a copy of which may be found in the Document Repository) and/or GERE or any otherwise relevant title requirements;

v. subordination agreements in recordable form satisfactory to Grantee, using the form contained in Appendix VII ("Subordination Agreement Form") of the GERE, obtained from any and all holders of interests in the Property recorded and/or registered prior to the date of recording or registering of the proposed amendment, unless waived by Grantee, in its sole discretion, for those interests which Grantor establishes, to Grantee's satisfaction, do not affect the interests to be created under or modified by the proposed amendment; and

vi. any other customary or appropriate documentation necessary for Grantee to approve the proposed amendment, as Grantee, in its sole discretion, may determine.

D. Grantee, upon request or its own initiative, and in Grantee's sole discretion, may waive in writing any of the documentation requirements that they may determine are not relevant to a particular proposed amendment, but any such waiver shall apply only to the particular proposed amendment, and all of the above documentation requirements shall apply to all other proposed amendments, unless expressly waived for such other proposed amendments, as well, on a case-by-case basis.

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SECTION III. APPROVAL AND RECORDING

6. Approval. Following notification by Grantee that the proposed amendment, all attachments and all related documents are satisfactory, Grantor shall submit a fully executed amendment, along with all such attachments and any revised plans or other related documents in final form, for Grantee's written approval, including any necessary signature by Grantee on the amendment; and fully executed subordination agreements in accordance with subparagraph 5.C.vi., above, of this appendix.

7. Recording.

A. Following Grantee's return of the submission to Grantor with Grantee's written approval, Grantor shall update the title through the time of recording in order to determine whether there have been any new matters recorded and/or registered against the property since the date and time of the previous title rundown submitted to Grantee (as part of the Grantor's previous updated title insurance policy or title opinion submittal). If not, Grantor shall record and/or register the amendment, including all attachments, any subordination agreements, and any revised plans or other related documents, all in accordance with subparagraph 15.D. ("Recordation and/or Registration") of the GERE and, if applicable, shall incorporate the revisions to the As Built Records into the Cover Certification Report, as an amendment.

B. If there have been any new matters recorded and/or registered against the property since the date and time of the previous title rundown submitted to Grantee (as part of the Grantor's previous updated title insurance policy or title opinion submittal), then Grantor shall not record or register the amendment, attachments, subordination agreements, revised plans or other related documents but, instead, shall:

i. notify Grantee within seven (7) days of performing the title update that Grantor has identified new matters of record,

ii. within thirty (30) days of performing the title update shall submit a new written request to Grantee for approval to record the amendment, including all attachments, any subordination agreements, and any revised plans or other related documents. This request shall include:

a. a copy of the updated Certification of Title, identifying the new matters recorded and/or registered against the Property since the date of the previous title rundown, including explanatory language, satisfactory to MassDEP, taking into account any such new matters of record that are not required to be subordinated pursuant to subparagraph 7.B.ii.b, below, if any; and

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b. any necessary fully executed subordination agreements as to any of those matters that may otherwise impair the rights held by the Grantee under the GERE, once it is amended.

iii. once Grantee approves Grantor's new request in writing, Grantor shall record and/or register record the amendment, including all attachments, any subordination agreements, and any revised plans or other related documents, in accordance with the provisions of this Paragraph 7.

8. Title Certification. Within thirty (30) days of the date of recording and/or registration, Grantor shall submit to Grantee a final Certification of Title updated through the time of recording.

9. Notice. Following recording and/or registration, Grantor shall provide copies of the amendment, including all attachments, any subordination agreements, and any revised plans or other related documentation to local officials in accordance with subparagraph 15.E. ("Notice to Local Officials") of the Grant.

10. Costs. Grantor shall be responsible for paying all recording fees and other costs associated with the proposed amendment.

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APPENDIX VII – Subordination Agreement Form
(for amendments to the Grant of Environmental Restriction and Easement)

SUBORDINATION AGREEMENT

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
DEP Release Tracking Number: 3-0001731

_____, [insert name of holder of the record interest], of _____ (Town/City), _____ County, _____ (State), is the holder of a _____ granted by _____ to _____, dated _____, recorded with the Middlesex South District Registry of Deeds in Book _____, Page _____ and/or filed with the Land Registration Office for the Middlesex South Registry District as Document No. _____ (the “_____”) [insert abbreviated name of the record interest here, such as e.g. “(the “Willow Street Interceptor Sewer Easement”)].

_____ [insert name of holder of the record interest] hereby assents to the [First] Amendment to the Grant of Environmental Restriction and Easement granted by _____ to the Massachusetts Department of Environmental Protection dated _____ and recorded with the Middlesex South Registry of Deeds in Book _____, Page _____, and/or filed with the Land Registration Office of the Middlesex South Registry District as Document No. _____ (“the [First] Amendment”), and agrees that the _____ [insert abbreviated name of the record interest] shall be subject to said [First] Amendment and to the rights created by and under said [First] Amendment insofar as the interests created under the _____ [insert abbreviated name of the record interest] affect the Property identified in the [First] Amendment and as if for all purposes said [First] Amendment had been executed, delivered and recorded prior to the execution, delivery and recordation and/or registration of the _____ [insert abbreviated name of the record interest].

_____ [insert name of holder of the record interest] hereby represent(s) and warrant(s) that [he/she/it/they] is [are] the current and true holder(s) of _____ [insert abbreviated name of the record interest], said record interest having been acquired from the prior holder of the _____ [insert abbreviated name of the record interest] noted on the above-referenced instrument of conveyance to _____ [insert name of holder of the record interest].

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WITNESS the execution hereof under seal this ____ day of _____, 20 ____.

Holder

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this ____ day of _____, 20 __, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

[seal]

[Note: if legal entity, subordination must be accompanied by resolutions and/or authorization evidencing authority of individual(s) to sign on behalf of entity; or, use corporate form signature block and acknowledgement, etc., as appropriate]

[The execution of this Subordination Agreement by a secured lender and/or a fiduciary (as defined in M.G.L. c. 21E, § 2) for the purpose of subordinating its lien to said [First] Amendment shall not render such secured lender or fiduciary an "owner" or "operator", provided such secured lender and/or fiduciary shall not otherwise be an "owner" or "operator" within the meaning of § 2.]

Upon recording, return to:

*Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 6th Floor
Boston, MA 02108*

Attention: Industri-Plex Superfund Site Project Manager

CERT Xc's

1 complete set
registered land
documents.

741
REC

The Industri-Plex Site Interim Custodial Trust
Certificate of Trustee

Resources for Responsible Site Management, Inc., Trustee of the Industri-Plex Site Interim Custodial Trust (the "Custodial Trust"), under Declaration of Trust dated May 9, 1989, recorded with the Middlesex County (Southern District) Registry of Deeds in Book 19866, Page 190 and registered with the Middlesex County (Southern District) Registry District of the Land Court as Document No. 800447, certifies that:

1. It is the sole Trustee of the Custodial Trust.
2. The Custodial Trust is in full force and effect, has not been revoked or terminated and all amendments, if any, thereto have been recorded and registered with said Deeds.
3. The Custodial Trust was established pursuant to a Consent Decree (the "Consent Decree") entered in the United States District Court for the District of the Commonwealth of Massachusetts in an action entitled United States of America vs. Stauffer Chemical Company, et. al., Civil Action No. 89-0195/6-MC (D. Mass.) for purposes of, among other things, holding and clearing title to certain land situated in the Industri-Plex Superfund Site in Woburn, Massachusetts. A copy of the Consent Decree was recorded with said Deeds in Book 19837, Page 476.
5. Pursuant to the Consent Decree, the Custodial Trust is required to inaugurate a Grant of Environmental Restriction and Easement ("GERE") (known as institutional controls under the Consent Decree) against real property owned by the Custodial Trust situated in Woburn, Massachusetts, including, without limitation, the GERE to be filed with said Registry District and recorded with said Registry of Deeds herewith.
7. The Trustee, acting on behalf of the Custodial Trust, is hereby authorized to execute and record and file the GERE against its property in Woburn, Massachusetts.
8. That the President, Acting President, or any Vice President, acting alone, is hereby authorized to execute, acknowledge and deliver on behalf of the Trustee and the Custodial Trust any and all instruments, documents and agreements believed by said officer to be necessary or proper in order to effectuate the foregoing, and to do all acts necessary or desirable in connection therewith.



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4.7.11

APPROVED FOR REGISTRATION

BY THE COURT

Edna A. Williams

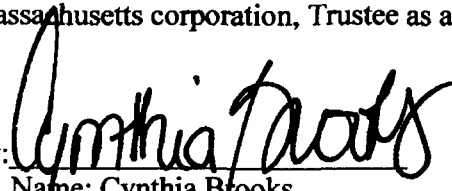
CHIEF TITLE EXAMINER

209396

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 30th day of December 2010.

Resources for Responsible Site Management, Inc., a
Massachusetts corporation, Trustee as aforesaid

By:


Name: Cynthia Brooks

Title: President

Commonwealth of Massachusetts

Middlesex, ss.

February 28 2011

Then personally appeared the above named Cynthia Brooks, President, as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of said Trustee and the Custodial Trust, before me.


Notary Public

My Commission Expires:



SHAWN S. KARIMI
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 30, 2012

With
1041285
P.R.

(8)

Doc 01563701

Southern Middlesex LAND COURT
Registry District

RECEIVED FOR REGISTRATION

On: Apr 08, 2011 at 02:20P

Document Fee 75.00

Receipt Total: \$600.00

NOTED ON: CERT 209396 BK 01177 PG 46

ALSO NOTED ON:

Comm. of Mass.
Dept. Environmental Protection
SHEPHERD ST. 8th Floor
Boston, MA 02102
617-292-5804

4/27/2011
I HEREBY ATTEST AND CERTIFY ON
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL IN FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.
EUGENE C. O'NEAL
DEPT. RECORDER
LAND COURT
BY Eugene C. O'Neal

DWP
REC

CLERK'S CERTIFICATE

I, Cynthia Brooks, do hereby certify:

THAT, I am the Clerk of Resources for Responsible Site Management, Inc., a Massachusetts Corporation, having a principal place of business at 44 Shattuck Road, Watertown, Massachusetts (the "Corporation") and that at a meeting of the Board of Directors of the Corporation duly called and held at the office of the Corporation on the 20th day of December, 2010, all the directors being present and voting at all times, the following resolution was unanimously adopted:

VOTED: That any person (hereinafter an "Authorized Person") holding the office of the President, Treasurer or Clerk be, and any one of them is, hereby authorized and directed in the name and on behalf of the Corporation to sign, in the name and on behalf of the Corporation, seal with the corporate seal, acknowledge and deliver, a certain document entitled Grant of Environmental Restriction and Easement (the "GERE"), dated December 30, 2010, from the Corporation to the Massachusetts Department of Environmental Protection, and/or to the United States of America acting by and on behalf of its Environmental Protection Agency, in such form and together with all ancillary documents as said Authorized Person may determine necessary or proper for imposing restrictive covenants, easements and agreements on any property now or hereafter owned by said Corporation, in order to comply with certain actions required by the Massachusetts Department of Environmental Protection and/or the United States Environmental Protection Agency pursuant to the Consent Decree entered on April 24, 1989, by the United States District Court for the District of Massachusetts in the matters styled United States v. Stauffer Chemical Company et al., Civil Action No. 89-0195-MC and Commonwealth of Massachusetts v. Stauffer Chemical Company et al., Civil Action No. 89-0196-MC, and recorded at the Middlesex South District Registry of Deeds in Book 19837, Page 476.

This vote shall remain in full force and effect until an instrument revoking the same shall have been recorded in the Middlesex South District Registry of Deeds and or the Middlesex South Registry District of the Land Court, as applicable.

I DO FURTHER CERTIFY that the above vote is still in force and effect and has not been altered, amended, rescinded or repealed.

I DO FURTHER CERTIFY THAT the Corporation is a duly organized corporation; that the foregoing vote is in accordance with the charter and by-laws of the Corporation; that Cynthia Brooks at the date said GERE is executed and delivered to the Massachusetts Department of Environmental Protection and/or to the United States of America acting by and on behalf of its Environmental Protection Agency is the duly elected and qualified President and Treasurer of the Corporation, and that I am the duly elected and qualified Clerk of the Corporation.

Dated this 20th day of December, 2010

ATTEST:

Cynthia Brooks
Cynthia Brooks, Clerk

4.7.11

MOVED FOR REGISTRATION
BY THE COURT

Edna A. Williams
CHIEF TITLE EXAMINER

Bk: 1177 Pg: 46 Cert#: 208396
Doc: CERT 04/08/2011 02:20 PM



2010

~~COMMONWEALTH OF MASSACHUSETTS~~
~~DISTRICT OF COLUMBIA~~

50

_____, SS.

On this 30 day of December, 2010, before me, the undersigned notary public, personally appeared Cynthia Brooks, Clerk of said Resources for Responsible Site Management, Inc., which in turn is the Trustee of said Industri-plex Site Interim Custodial Trust as aforesaid, proved to me through satisfactory evidence of identification to be the person whose name is signed herein, and acknowledged to me that she signed it voluntarily for its stated purpose.

HASSAN KAID
Notary Public
My Commission Expires:

HASSAN KAID
Notary Public, District of Columbia
My Commission Expires July 14, 2014

Doc 01563702

Southern Middlesex LAND COURT
Registry District

RECEIVED FOR REGISTRATION

On: Apr 08, 2011 at 02:20P

Document Fee 75.00

Receipt Total: \$600.00

NOTED ON: CERT 209396 BK 01177 FG 46

ALSO NOTED ON:

4/27/2011
I HEREBY ATTEST AND CERTIFY ON
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL IN ALL RESPECTS
AND IN MY LEGAL CUSTODY.

EUGENE C. BROWN
AGENT RECORDS
LAND COURT

BY Eugene C. Brown

Comm. of Mass.
Dept. of Environmental Protection
7 Winter St., 8th Floor
Boston, MA 02102
617-292-5804

Industri-Plex Superfund Site
Grant of Environmental Restriction and Easement
Page 1 of 26

Property Address: 30 Atlantic Ave., Woburn, MA
Plan of Restricted Areas Lot IC-30



2011 01563703
Bk: 1177 Pg: 48 Cert#: 209398
Doc: REST 04/08/2011 02:20 PM

TIP
FEC

30 Atlantic Ave., Woburn, MA

GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT
(42 U.S.C. §9601, *et seq.* and M.G.L. c. 21E)

[Note: This instrument is established as an institutional control for a federal Superfund site pursuant to a judicial consent decree, as set forth below; CERCLA, 42 U.S.C. § 9601, et seq.; and Section 6 of Chapter 21E, M.G.L. c. 21E, §6; and contains a GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT running to the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION.]

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
MassDEP Release Tracking Number: 3-0001731

209396

This Grant of Environmental Restriction and Easement (the "Grant") is by and between Resources for Responsible Site Management, Inc., Trustee of Industri-Plex Site Interim Custodial Trust under declaration of trust dated May 9, 1989, recorded with the Middlesex South District Registry of Deeds in Book 19866, Page 190 and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 800447, with a principal mailing address of P.O. Box 487, Chestnut Hill, MA 02467 ("Grantor"), and the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP" or "DEP"), a duly constituted agency organized under the laws of the Commonwealth of Massachusetts, having its principal office at One Winter Street, Boston, Massachusetts 02108 ("Grantee").

W I T N E S S E T H :

WHEREAS, Grantor is the owner in fee simple of that [those] certain parcel[s] of land located in the City of Woburn, Middlesex County, Massachusetts, with all buildings and improvements thereon, if any;

WHEREAS, said parcel of land, known and/or numbered as 30 Atlantic Avenue, Woburn, Massachusetts which is more particularly bounded and described in Appendix II ("Legal Description of the Property"), attached hereto and made a part hereof, (the "Property") is subject to the terms and conditions of this instrument. The Property is shown as Lot 66 on Land Court Plan No. 7312-1 filed with Certificate of Title No. 211736 in Middlesex South Registry District of the Land Court Registration Book 1188, Page 186, together with PARCEL A on a plan entitled "112 Commerce Way 30 Atlantic Avenue, Woburn, MA" prepared by Allen & Major Associates, Inc., dated 5/23/08, recorded in the Middlesex South Registry of Deeds as Middlesex South plan #532 of 2008;

WHEREAS, those certain portions of the Property subject to restrictions have each been designated a certain "class of land," such classes of land being Class B Land, Class C Land and Class D Land (collectively, all of the foregoing restricted areas comprising the "Restricted Areas"), said Restricted Areas being identified on a certain plan consisting of three (3) sheets, entitled "Plan of Restricted Areas" prepared for Resources for Responsible Site Management, Inc., as Trustee for the Industri-Plex Site Interim Custodial Trust, Lot IC-30, Woburn, Massachusetts, prepared by Meridian Land Services, Inc., dated January 12, 2004, as revised, and recorded in the Middlesex South District Registry of Deeds as Plan No. 180 of 2011 (the "Plan of Restricted Areas"), a photo-reduced copy of said Plan of Restricted Areas being attached hereto and incorporated herein by reference;

WHEREAS, a legal description of the Restricted Areas by metes and bounds is set forth in Appendix III ("Legal Description of the Restricted Areas"), attached hereto and made a part hereof;

WHEREAS, the Property and the Restricted Areas are subject to covenants, restrictions, easements and other rights and obligations under the terms and conditions of this instrument;

WHEREAS, the United States Environmental Protection Agency ("EPA"), a duly constituted agency organized under the laws of the United States of America and having a regional office at 5 Post Office Square, Suite 100, Boston, MA 02114 has identified a disposal site, known as the Industri-Plex Superfund Site located in Woburn, MA (the "Site"), and placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, *et seq.*, as amended ("CERCLA"), 42 U.S.C. §9605, as a result of the release or threatened release of hazardous substances, as those terms are defined in CERCLA;

WHEREAS, MassDEP, as a result of the release of oil and/or hazardous materials at the Site, as those terms are defined in the Massachusetts Oil and Hazardous Materials Release, Prevention and Response Act, M.G.L. c. 21E, as amended ("Chapter 21E"), has classified the Site as a Tier IA disposal site and has assigned to the Site MassDEP Release Tracking Number 3-0001731, pursuant thereto;

WHEREAS, EPA regulates activities at disposal sites pursuant to CERCLA and the National Contingency Plan, 40 C.F.R. 300.400, *et seq.*, as amended (the "NCP"); and MassDEP regulates activities at disposal sites pursuant to Chapter 21E and the Massachusetts Contingency Plan, 310 C.M.R. 40.0000, as amended (the "MCP");

WHEREAS, EPA, with the concurrence of MassDEP, has specified certain response actions for the Site in a Record of Decision dated September 30, 1986 (the "ROD"); which response actions include and require institutional controls in the nature of deed restrictions to ensure the long-term effectiveness of the Remedy by preventing certain activities and uses in the Restricted Areas, and by requiring certain operations and maintenance activities; and may select further response actions for the Site;

WHEREAS, EPA, in correspondence from Robert Cianciarulo, Chief, Massachusetts Superfund Section, EPA, to Jay Naparstek, Deputy Division Director, Response and Remediation, MassDEP, dated August 5, 2008, a copy of which is attached hereto as Exhibit A, notified MassDEP: (i) that EPA desired to establish the within Grant to effect the aforementioned restrictions in order to meet the institutional control requirements for the Selected Remedy under the ROD; (ii) that if the United States had sought to acquire a grant to establish the restrictions the United States would first need to obtain the State's agreement to accept transfer of such interests upon completion of the remedial action, pursuant to Section 104(j)(2) of CERCLA, 42 U.S.C. 9604(j)(2); (iii) that the Selected Remedy will be completed once institutional controls have been established for the Site; and (iv) that EPA, therefore, in order to establish the restrictions and for purposes of efficiency, has requested MassDEP to accept the within Grant directly;

WHEREAS, MassDEP, pursuant to Sections 3(a) and 6 of Chapter 21E, as amended, respectively, is authorized to take all action appropriate to secure to the Commonwealth the benefits of CERCLA and to acquire an interest in real property if necessary to carry out the purposes of Chapter 21E, and is willing to serve as Grantee;

WHEREAS, pursuant to that certain Consent Decree entered on April 24, 1989 by the United States District Court for the District of Massachusetts in the matter styled *United States v. Stauffer Chemical Company et al.*, Civil Action No. 89-0195-MC and *Commonwealth of Massachusetts v. Stauffer Chemical Company et al.*, Civil Action No. 89-0196-MC, and recorded at the Middlesex South Registry of Deeds in Book 19837, Page 476 (the "Consent Decree"), certain environmental remediation activities have been and are being conducted at the Site; and said institutional controls are required to be designed and implemented at the Site;

WHEREAS, pursuant to Attachment B ("Institutional Controls") of Appendix I ("Remedial Design/Action Plan") of the Consent Decree, the paramount purpose of the institutional controls is the preservation of the continued effectiveness of the remedial actions in order to protect human health and the environment; and to the extent that it is feasible to do so consistent with this paramount purpose, EPA and MassDEP may permit designs of institutional controls that permit the greatest possible use and enjoyment of the Site or parts of the Site;

WHEREAS, the Property is situated within the Site, which Site contains Class A Land, Class B Land, Class C Land, and Class D Land, so-called, as defined herein in Appendix I ("Definitions");

WHEREAS, Grantor is a Settler, a trust established by the Consent Decree known as the Custodial Trust, or successor in title to either, pursuant to the Consent Decree; and

WHEREAS, pursuant to the Consent Decree, all Settlers who are landowners, the Custodial Trust, and their respective successors in title, are required to inaugurate these institutional controls;

NOW, THEREFORE, pursuant to and in consideration of the terms of the Consent Decree, the receipt and sufficiency of which consideration is hereby acknowledged, and in accordance with Chapter 21E, Section 6, GRANTOR hereby GIVES, GRANTS AND CONVEYS to the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION, as aforesaid, with QUITCLAIM COVENANTS, those certain restrictions and easements as hereinafter set forth, in, on, upon, through, over and under the Property, being more particularly bounded and described as aforesaid.

(The foregoing grant being referred to herein as the "Grant," as aforesaid, the "Grant of Environmental Restriction and Easement," "Industri-Plex Site Institutional Controls," or "Institutional Controls.")

The terms and conditions of said Institutional Controls are set forth, below, and in Appendix I ("Definitions"), Appendix II ("Legal Description of the Property"), Appendix III ("Legal Description of the Restricted Areas"), Appendix IV ("Work Protocols"), Appendix V ("Cover Inspection Plan"), Appendix VI ("Amendment Protocol") and Appendix VII ("Subordination Agreement Form") to this instrument, all of which are attached hereto and made a part hereof.

1. Definitions. The terms used in the Institutional Controls, including all appendices, shall have the meanings set forth in Appendix I ("Definitions"), or if not defined therein, then as ascribed to them in the Consent Decree, in Section 101 of CERCLA, in the NCP, in Section 2 of Chapter 21E, and/or in the MCP, as applicable.

2. Restricted Activities and Uses. Except as otherwise provided in Paragraph 3 ("Permitted Activities and Uses") and Paragraph 5 ("Emergency Excavation"), Grantor shall not perform, suffer, allow, or cause any person to perform any of the activities or uses set forth below in, on, upon, through, over or under the following Restricted Areas, or portions thereof, which are situated within the Property.

A. Class D Land. The prohibited activities and uses for Class D Land are:

i. excavating, drilling, or otherwise disturbing the Cover and/or the soil underlying the Cover, unless in strict compliance with the Work Protocols;

ii. extracting, pumping, consuming, exposing, or otherwise using groundwater, unless in strict compliance with the Work Protocols;

iii. planting vegetation which would impair the effectiveness of the Cover, including without limitation deep-rooted trees and other vegetation the roots of which would likely grow to breach or otherwise impair the geotextile or geomembrane portion of the Engineered Cover;

iv. commercial or industrial activity or use;

v. residential activity or use;

vi. agricultural activity or use; or

vii. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy;

B. Class C Land. The prohibited activities and uses for Class C Land are:

i. excavating, drilling, or otherwise disturbing the Cover and/or the soil underlying the Cover, unless in strict compliance with the Work Protocols;

ii. extracting, pumping, consuming, exposing or otherwise using groundwater, unless in strict compliance with the Work Protocols;

iii. planting vegetation which would impair the effectiveness of the Cover, including without limitation deep-rooted trees and other

vegetation the roots of which would likely grow to breach or otherwise impair the geotextile or geomembrane portion of the Engineered Cover;

iv. residential activity or use;

v. agricultural activity or use; or

vi. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.

C. Class B Land. The prohibited activities and uses for Class B Land are:

i. excavating, drilling, or otherwise disturbing the soil or ground covering features, including building foundations, slabs and/or underlying soils, unless in strict compliance with the Work Protocols;

ii. extracting, pumping, consuming, exposing or otherwise using groundwater, unless in strict compliance with the Work Protocols;

iii. residential activity or use;

iv. agricultural activity or use; or

v. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.

D. Class A Land. The prohibited activities and uses for Class A Land are:

i. extracting, pumping, consuming, exposing or otherwise using groundwater, unless in strict compliance with the Work Protocols; or

ii. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.

3. Permitted Activities and Uses. Grantor expressly reserves the right to perform, suffer, or allow, or to cause any person to perform any activity or use in, on, upon, through, over, or under the Property that is not restricted by the provisions of this Grant. In addition, Grantor may perform, suffer, allow or cause any person to perform the activities and uses set forth below, subject to the conditions set forth below, in, on, upon, through, over or under any of the following Restricted Areas, or portions thereof, which are situated within the Property.

A. Class C Land and Class D Land. The permitted activities and uses for Class C Land and Class D Land are:

i. excavation or other disturbance of the Engineered Cover for the limited purposes of landscaping and horticulture, using only herbaceous and small woody, shallow-rooted plants which will not penetrate or otherwise adversely affect the geotextile or geomembrane portion of the Engineered Cover; and installing, maintaining and repairing fences, irrigation systems and/or exterior lighting systems; subject to the following conditions:

a. such excavation or other disturbance, if within twelve (12) inches of the geotextile or geomembrane, shall be conducted solely by hand (*i.e.*, without the use of any power equipment or power tools);

b. such excavation or other disturbance shall not penetrate the geotextile or geomembrane portion of the Engineered Cover;

c. such excavation or other disturbance, including any associated temporary on-site storage of excavate, shall be conducted in a timely manner;

d. any disturbed portion of such Engineered Cover shall be restored to its original thickness or greater and to the same type of Cover, both as shown on the As Built Records and/or Cover Certification Report, immediately upon completion of the excavation or other disturbance; and

e. each project involving work conducted under this provision shall not exceed sixty (60) days in duration; and

ii. disturbance of the Cover for the purpose of performing Normal Maintenance, subject to the following conditions:

a. such disturbance is capable of being conducted, and shall be conducted, without exposing or coming into contact with the soil or ground water underlying the Cover; and

b. such disturbance shall not result in a Permanent Cover Modification; and

iii. extraction and use of groundwater for the purposes of sampling monitoring wells, provided such extracted groundwater is disposed of in accordance with applicable federal, State or local laws, regulations or ordinances.

B. Class B Land. The permitted activities and uses for Class B Land are:

i. excavation and backfilling outside the boundaries of Clean Corridors, including the removal of debris and accumulated soil and sediment from drainage areas and structures (e.g., culverts, channels, basins); subject to the following conditions:

a. the total volume of material excavated anywhere within the Property shall not exceed ten (10) cubic yards;

b. the depth of the excavation shall not exceed three (3) feet;

c. such excavation shall only be permitted provided that no soil is disposed of, or is required to be disposed of, off of the Property; and

d. such excavation, including any associated temporary on-site storage of excavate, shall be conducted in a timely manner; not to exceed sixty (60) days in duration; and

ii. excavation and backfilling within the boundaries of Clean Corridors, subject to the following conditions:

a. such excavation shall only be permitted within the bounds of the geotextile or other material bounding the Clean Corridors, and shall not penetrate such geotextile or other material nor otherwise disturb the soil or other material outside such bounds; and

b. such excavation, if within twelve (12) inches of the geotextile, shall be conducted solely by hand (i.e., without the use of any power equipment or power tools); and

iii. extraction and use of groundwater for the purposes of sampling monitoring wells, provided such extracted groundwater is disposed of in accordance with applicable federal, State or local laws, regulations or ordinances.

C. Class A Land. The permitted activities and uses for Class A Land are:

i. extraction and uses of groundwater for the purposes of sampling monitoring wells, provided such extracted groundwater is disposed of in accordance with applicable federal, State or local laws, regulations or ordinances.

D. The provisions of this Paragraph 3 ("Permitted Activities and Uses") shall not release Grantor or any other party from liability for releases of oil or hazardous substances, nor shall this provision excuse Grantor or any other party

from complying with CERCLA, Chapter 21E, or any other applicable federal, State or local laws, regulations or ordinances.

4. Obligations and Conditions. Grantor, at its sole cost and expense (except where otherwise noted in the subparagraphs, below), affirmatively agrees to perform and satisfy the following obligations and conditions.

A. Inspection, Inspection Report. Grantor shall engage an Independent Professional or a Professional Engineer (P.E. Civil), who shall: (i) familiarize himself with the Property and that portion of the Remedy situated on the Property and on any abutting properties, including the restrictions on uses and activities established in this Grant and any related construction plans and documentation (including, if the Property contains any Class C Land or Class D Land, the As Built Records and/or the Cover Certification Report); (ii) conduct periodic visual, non-intrusive inspections of the Restricted Areas to ensure that Grantor is in compliance with these restrictions; and, (iii) if the Property contains any Class C Land or Class D Land, also conduct periodic visual, non-intrusive inspections of the Cover in order to monitor its condition and protectiveness to ensure that it is maintained in accordance with the As Built Records and/or the Cover Certification Report, as the case may be.

i. All required inspections shall be conducted at least once every calendar year during the three-month period beginning on March 1st and ending on May 31st, or with such greater frequency as the Independent Professional or Professional Engineer, Grantee, or Grantor may determine is warranted taking into consideration the particular uses and activities at the Property and, if applicable, the condition of the Cover; and, if the Property contains any Class C Land or Class D Land, within seven (7) days of receipt of written notice from Grantee of the occurrence of a twenty-five (25) year, twenty-four (24) hour storm event; or, with the written approval of Grantee, with such lesser frequency as Grantee, in its sole discretion, may determine is warranted taking into consideration the particular uses and activities at the Property.

ii. No later than fourteen (14) days after conducting each required inspection, Grantor shall submit to Grantee, with a copy to EPA and Settlers, a written inspection report, prepared by the Independent Professional or Professional Engineer who performed the inspection, summarizing the results of the inspection and stating whether Grantor is in compliance with the restrictions and, if applicable, whether the Cover is in good condition and repair, and including any supporting information upon which such determinations are based, as applicable. Each such inspection report shall include a written statement, signed by Grantor, stating that (a) Grantor has personally reviewed the inspection report and that (b) the inspection report is true, accurate and complete. If Grantor is a corporate entity, a duly authorized officer of the corporation shall sign the inspection report on behalf of Grantor.

iii. All inspections and reports required for Class C Land and Class D Land pursuant to this subparagraph 4.A. shall be performed and prepared, respectively, in accordance with the Cover Inspection Plan, set forth in Appendix V ("Cover Inspection Plan") to this Grant.

B. Normal Maintenance. The provisions of this subparagraph 4.B. shall only apply if the Property contains Class C Land or Class D Land. Grantor shall perform Normal Maintenance of Class C Land and Class D Land, in a timely fashion as required to maintain the integrity and effectiveness of that portion of the Remedy situated on the Property, and no later than ninety (90) days from the time when Grantor first knows or reasonably should have known of the condition requiring the performance of such Normal Maintenance. In determining whether Normal Maintenance is needed, and in the performance of Normal Maintenance, Grantor shall consider not only information that a landowner would ordinarily possess, but also information contained in the Cover Certification Report and obtained during the inspections performed at the Property pursuant to subparagraph 4A. ("Inspection, Inspection Report").

i. Provided, however, that in the event that Grantor believes that such Normal Maintenance is needed as the result of a Defect in the Remedy, then in lieu of performing such Normal Maintenance within the required time period set forth above, Grantor may instead, within the same time period, submit a written request to EPA for a determination under the Consent Decree of whether such Normal Maintenance is needed as the result of a Defect in the Remedy. Grantor shall provide a copy of such submittal to Grantee and Settlers. Grantor's submittal shall include a written statement by an Independent Professional asserting that, in his or her professional opinion, the need for such Normal Maintenance is due to a Defect in the Remedy, and explaining the basis for such opinion. This statement must be signed by the Independent Professional, and must be accompanied by his or her supporting analysis, and other documentation as appropriate. The time period for this submittal may only be extended with the prior, written approval of Grantee. Failure to fully comply with the requirements of this provision shall automatically waive any right that Grantor may otherwise possess to delay or excuse performance of the required Normal Maintenance.

ii. If EPA determines, pursuant to the Consent Decree, that such Normal Maintenance is needed as the result of a Defect in the Remedy, then Grantor's obligations to fund and perform such Normal Maintenance shall be determined (along with those of other parties bound under Section IV.A of the Consent Decree) pursuant to and in accordance with the terms and provisions of the Consent Decree and its appendices, including without limitation Sections VII.A, VII.B, VII.C(8) and X.D of the Consent Decree and Section F.3.e of Appendix I (Remedial Design/Action Plan) of the Consent Decree. Otherwise, Grantor shall fund and perform such

Normal Maintenance in accordance with the terms and provisions of this Grant.

iii. Nothing herein is intended to impair or otherwise affect whatever rights Grantor may possess pursuant to the Consent Decree, if any, to pursue and obtain recovery from any other person or entity for costs associated with Normal Maintenance.

C. Operation and Maintenance Plan. The provisions of this subparagraph 4.C. shall only apply if the Property contains Class C Land or Class D Land. Grantor shall fund and implement the activities required by the Operation and Maintenance Plan at the Property, in accordance with the terms and provisions of the Consent Decree, including without limitation its appendices. The provisions of this Grant shall not limit or modify any additional obligations to perform such activities on the Property or elsewhere within the Site, to which Grantor may be subject under the Consent Decree, including without limitation its appendices.

D. Remedy Failure: Preliminary Action, Notification and Repair. The provisions of this subparagraph 4.D shall only apply if the Property contains Class C Land or Class D Land.

i. In the event of any Remedy Failure, Grantor shall immediately implement such preliminary action as is reasonably necessary to prevent potential human exposure to, and/or releases of, soil and/or groundwater due to the Remedy Failure.

ii. Unless the work necessary to repair the Remedy Failure falls within the definition of Normal Maintenance, Grantor shall notify Grantee, EPA, and other Settlers of such Remedy Failure, orally no more than twenty-four (24) hours from the time Grantor first knows or reasonably should have known of such Remedy Failure, and in writing no more than five (5) business days from the time that Grantor first knows or reasonably should have known of such Remedy Failure.

iii. Grantor shall, within twenty-one (21) days of such written notification, prepare and submit to Grantee, with a copy to EPA and Settlers, a work plan for the repair of the Remedy Failure, in accordance with the Work Protocols. After submittal of such work plan and any review and approval required pursuant to the Work Protocols, Grantor shall promptly conduct the repair in accordance with such work plan and otherwise comply with all applicable requirements of the Work Protocols.

iv. Provided, however, that in the event that Grantor believes that such Remedy Failure is the result of a Defect in the Remedy, then in lieu of submitting such work plan within twenty-one (21) days of the date when such written notification is due, Grantor may instead, within the

same time period, submit a written request to EPA for a determination under the Consent Decree of whether such Remedy Failure is the result of a Defect in the Remedy. Grantor shall provide a copy of such submittal to Grantee and Settlers. Grantor's submittal shall include a written statement by an Independent Professional asserting that, in his or her professional opinion, the Remedy Failure is the result of a Defect in the Remedy, and explaining the basis for such opinion. This statement must be signed by the Independent Professional, and must be accompanied by his or her supporting analysis, and other documentation as appropriate. The time period for this submittal may only be extended with the prior, written approval of Grantee. Failure to fully comply with the requirements of this provision shall automatically waive any right that Grantor may otherwise possess to delay or excuse submittal of the work plan for the repair of the Remedy Failure and to conduct such repair.

v. If EPA determines, pursuant to the Consent Decree, that such Remedy Failure is the result of a Defect in the Remedy, then Grantor's obligations to fund and perform response actions to cure the Remedy Failure, beyond those response actions taken pursuant to subparagraph 4.D.i., above, shall be determined (along with those of other parties bound under Section IV.A of the Consent Decree) pursuant to and in accordance with the terms and provisions of the Consent Decree and its appendices, including without limitation Sections VII.A, VII.B, VII.C(8) and X.D of the Consent Decree and Section F.3.e of Appendix I ("Remedial Design/Action Plan") to the Consent Decree. Otherwise, Grantor shall fund and perform response actions to cure such Remedy Failure in accordance with the terms of this Grant.

vi. Nothing herein shall impair or otherwise affect whatever rights Grantor may possess pursuant to the Consent Decree, if any, to pursue and obtain recovery from any other person or entity for costs incurred to cure a Remedy Failure.

E. Notification of Other Violations. Grantor shall timely notify Grantee and EPA of any violation of this Grant of which Grantor becomes aware, except to the extent otherwise required or waived in subparagraph 4.D, above.

F. Permit and Approval Related Notifications.

i. Grantor, at the time that it submits any application to obtain a permit or approval from any governmental or other authority for any use or activity within the Restricted Areas, shall provide that authority with a copy of this Grant and with written notification of the nature and extent of the restrictions on uses and activities established herein.

ii. Grantor, at the time that it submits any building permit application for construction within the Restricted Areas to the City of Woburn, shall submit to Grantee and EPA a copy of its building permit application, and, upon receipt, a copy of any certificate of use and occupancy or other final permit or approval issued in connection with its building permit application.

5. Emergency Excavation. In the event that it becomes necessary to excavate a portion of the Restricted Areas as part of a response to an emergency (e.g., emergency repair of utility lines, pipes, wires, conduits or related structures, or responding to a fire or flood), then the activity and use restriction provisions of Paragraph 2 ("Restricted Activities and Uses"), which would otherwise restrict such excavation, shall be temporarily suspended with respect to such excavation for the duration of the response, provided that Grantor satisfies the following requirements:

A. orally notifies the following persons of such emergency as soon as possible but no later than two (2) hours after having learned of such emergency:

i. MassDEP Northeast Regional Office of Emergency Response Section;

ii. EPA Office of Emergency Planning and Response;

or such other persons as Grantee or EPA, respectively, may each identify in writing, from time to time, to Grantor for such emergency response notifications;

B. notifies Grantee and EPA in writing of such emergency no later than five (5) days after having learned of such emergency, with a copy to Settlers;

C. limits the actual disturbance involved in such excavation to the minimum reasonably necessary to adequately respond to the emergency;

D. implements all measures necessary to limit actual or potential risk to human health, safety, public welfare or the environment;

E. manages and disposes of any soils, sediments, and/or groundwater removed in connection with such excavation in accordance with Paragraph 14 ("Materials Management and Sampling Protocol") of the Work Protocols;

F. reinstates the Cover, if applicable, in accordance with Paragraph 15 ("Cover and Clean Corridors Protocol") of the Work Protocols;

G. engages an Independent Professional to oversee the implementation of the activities required in subparagraphs 5.C. through 5.F.; and

H. no later than thirty (30) days following the date of the emergency, submits to Grantee and EPA a written emergency excavation report prepared by an Independent Professional documenting that the excavation activity conducted as part of the emergency response was conducted in compliance with this Paragraph 6 ("Emergency Excavation"). This report shall contain, at a minimum, the following:

- i. the name and address of Grantor, the Independent Professional and, if different, the person that conducted the emergency response;
- ii. a detailed description of the nature of the emergency, the emergency response and the time frame within which it occurred;
- iii. the address where the emergency response took place, and a map illustrating the location of the emergency response;
- iv. all monitoring data, sampling analytical results, disposal location(s), and soil and groundwater volume estimates, if applicable, obtained, used and/or developed in connection with the emergency response. If the emergency response involved the disposal of Contaminated Soil or Contaminated Groundwater off of the Site, then a copy of the documentation evidencing the disposal facility's acceptance of the media and all other transport manifest documentation;
- v. the written opinion of an Independent Professional stating that all of the requirements of subparagraphs 5.D., 5.E. and 5.F., above, if applicable, have been satisfied.

6. Grant of Easement.

A. In establishing this Grant, Grantor hereby grants to Grantee, and to its agents, contractors, subcontractors and employees, a perpetual easement to pass and repass in, on, upon, through and, across, over and under the Property; for the following purposes:

- i. inspecting the Property and the Remedy to ensure compliance with and fulfillment of, including enforcement of, the terms of this Environmental Restriction and Easement;
- ii. conducting surface and subsurface investigations;
- iii. installing and sampling groundwater monitoring wells;
- iv. conducting other intrusive and non-intrusive investigations and activities consistent with CERCLA, the NCP, Chapter 21E and the MCP;

v. performing operations and maintenance activities for the Remedy and/or as set forth in any operations and maintenance plan developed pursuant to the Consent Decree;

vi. performing response actions in connection with the Remedy;
and

vii. conducting any other activity required by the Consent Decree or future remedial actions.

B. The foregoing grant of easement is made subject to and conditioned upon the following:

i. Grantor acknowledges that Grantee's exercise of its rights granted hereunder may interfere with Grantor's use and enjoyment of the Property, and/or may require temporary closure of a portion of the Property;

ii. Grantor shall cooperate fully with Grantee in the exercise of the foregoing easement rights, and shall not interfere with the actions taken in furtherance of the exercise of the easement;

iii. Grantee, consistent with its responsibilities under applicable law, shall use reasonable efforts to minimize interference with the Grantor's operations on and/or use of the Property;

iv. Grantee shall make reasonable efforts to provide advance notice to Grantor of any physically intrusive investigations and remediation activities either intends to conduct at the Property pursuant to its easements, unless such activities are conducted as part of an emergency and/or enforcement activities, as Grantee, in its sole discretions, may determine; and

v. Grantor shall have the right, upon timely request and at its own cost and expense, to obtain a split sample of any sample obtained by Grantee pursuant to the easement, unless such sample is obtained as part of an emergency and/or enforcement activities, as Grantee, in its sole discretions, may determine.

7. Construction and Severability.

A. This instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policies and purposes of CERCLA and/or Chapter 21E. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

B. In the event that any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event that the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

8. Enforcement.

A. Grantee, its successors and assigns, shall have the right to enforce the terms and conditions of this instrument, including without limitation the right to enforce Grantor's obligation to perform its duties and obligations hereunder. If Grantee, in its sole discretion, elects to perform response actions it deems necessary to cure any violation of this Grant, all costs and expenses for such response actions shall be assessed against Grantor, as follows. Grantee shall submit an itemized bill for work performed to Grantor, who shall remit payment therefor within thirty (30) days of receipt, unless another time or schedule is agreed upon by both parties. Such costs may include the costs and expenses to collect any repayment, together with Interest thereon, and all costs and expenses of any related proceedings at law or in equity, including court costs and attorney's fees plus Interest.

B. Grantor expressly acknowledges that a violation of the terms of this instrument could result in the following:

i. the assessment of penalties, including without limitation stipulated penalties pursuant to Paragraph 9 ("Stipulated Penalties"), and other action by Grantee to enforce the terms of this Grant, pursuant to M.G.L. c. 21E and its implementing regulations, and other law and regulations, as applicable; and/or

ii. upon a determination by a court of competent jurisdiction, the issuance of criminal and civil penalties, and/or equitable remedies which could include the issuance of an order to modify or remove any improvements constructed in violation of the terms of this Grant at Grantor's sole cost and expense, and/or to reimburse Grantee for any costs incurred in modifying or removing any improvement constructed in violation of the terms of this Grant.

C. All reasonable costs and expenses of Grantee, including but not limited to, attorney's fees, incurred in any such enforcement action shall be borne by Grantor, to the extent not inconsistent with Chapter 21E and/or any other applicable law.

D. Notwithstanding any other provision of this instrument, all rights and remedies (including without limitation sanctions and penalties) available hereunder shall be in addition to, but not in lieu of, any and all rights and remedies (including without limitation sanctions and penalties) at law or in equity, including CERCLA or Chapter 21E, and/or pursuant to the Consent Decree, which rights and remedies Grantee fully reserves. Enforcement of the terms of this instrument, including without limitation Paragraph 9 ("Stipulated Penalties"), shall be at the discretion of Grantee, and any forbearance, delay or omission to exercise its rights under this instrument shall not be deemed to be a waiver by Grantee of such term or any subsequent breach of the same or any other term, or of any of the rights of Grantee under this instrument.

9. Stipulated Penalties.

A. In the event that Grantor violates a provision of the Grant, Grantor shall pay to Grantee stipulated penalties in the following amounts for each day of each and every such violation:

<u>Period of Noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1 st through 7 th day	\$ 750.00
8 th through 14 th day	\$1,500.00
15 th through 28 th day	\$2,500.00
29 th through 60 th day	\$4,000.00
Beyond 60 days	\$8,000.00

B. Stipulated penalties shall begin to accrue on the day that performance is due or noncompliance occurs, and shall continue to accrue through the final day of correction of the noncompliance. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Grant.

C. All penalties due to Grantee under this Paragraph shall be paid within forty-five (45) days of receipt by Grantor of notification of noncompliance from Grantee. Interest shall begin to accrue on the unpaid balance at the end of the 45-day period.

D. Stipulated penalties due to Grantee shall be paid by certified check payable to the Commonwealth of Massachusetts and shall be submitted by reliable overnight delivery service, delivered in hand or mailed by postage-paid registered or certified mail, return receipt requested to:

Office of the Attorney General
Chief, Environmental Protection Division
One Ashburton Place
Boston, MA 02108.

E. Each check in payment of stipulated penalties shall be marked with:

- i. a reference to the Industri-Plex Site;
- ii. Civil Action Number 89-0196-MC; and
- iii. shall state that it is for stipulated penalties pursuant to this Grant.

F. Grantee may, in its sole discretion, waive or suspend the accrual of any stipulated penalties due to it under this Paragraph 9 ("Stipulated Penalties").

10. Compliance Status Requests. Grantor may submit a written request to Grantee for a written statement of the status of Grantor's compliance with this Grant based on information then in Grantee's possession, such as the inspection reports submitted pursuant to subparagraph 4.A. Grantee shall make best efforts to respond to up to two such requests per annum, within thirty (30) days of receipt.

11. Self-Executing. This instrument is intended and is hereby declared to be self-executing, and shall not be deemed or construed to be personal or executory (within the meaning of any provision of the Federal Bankruptcy Code or similar law of any jurisdiction whether now existing or hereafter arising).

12. Provisions to Run with the Land. The land use restrictions, obligations, access rights and related rights, provided in this Grant, establish certain rights, liabilities, agreements and obligations upon and subject to which the Property or any portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered or conveyed. The rights, liabilities, agreements and obligations herein set forth shall run with the Property for the term of this instrument, as applicable thereto, and any portion thereof, and shall inure to the benefit of Grantee, its successors and assigns, and be binding upon Grantor and all parties claiming by, through or under Grantor. Grantor hereby covenants for himself and his heirs, successors and assigns, to stand seized and hold title to the Property, or any portion thereof, subject to these land use restrictions and access rights, and related rights; provided, however, that a violation of these land use restrictions and access rights, and related rights, shall not result in a forfeiture or reversion of Grantor's title to the Property.

13. Concurrence Presumed. It is agreed that:

A. Grantor and all parties claiming by, through or under Grantor shall be deemed to be in accord with the provisions herein set forth; and

B. Grantor and all such parties agree for and among themselves and any party claiming by, through or under them, and their respective agents, contractors, subcontractors and employees, that the land use restrictions, obligations, and access rights, and related rights, herein established, shall be adhered to and not violated and that their respective interests in the Property shall be subject to the provisions herein set forth.

14. Incorporation into Deeds, Mortgages, Leases & Instruments of Transfer.

Grantor hereby agrees to incorporate this instrument, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Property, or any portion thereof, is conveyed; provided, however, that any failure of Grantor to do so shall not affect the validity or applicability of the provisions of Paragraph 12 ("Provisions to Run With the Land").

15. Amendment and Release.

A. Grantor may amend this instrument, including without limitation any of its appendices or the Plan of Restricted Areas, only with the prior, written approval of Grantee. Grantor further agrees to execute any amendment to this instrument which Grantee reasonably deems necessary to maintain the continued effectiveness of the Remedy in order to protect human health and the environment. All amendments shall include Grantee's signed approval and shall become effective upon Recordation and/or Registration.

B. Grantor may propose to Grantee, with a copy to EPA and Settlers, an amendment of an activity or use restriction set forth in Paragraph 2 ("Restricted Activities and Uses"), including a change in Class of Land of all or a portion of the Property, or of a permitted activity or use set forth in Paragraph 3 ("Permitted Activities and Uses"), based upon changed circumstances including without limitation new analytic and engineering data. In the event that Grantor requests such an amendment, Grantor shall comply with the provisions of the Amendment Protocol, set forth in Appendix VI ("Amendment Protocol") to this Grant.

C. Release. Grantee may release its interest in the Grant, in whole or in part, in its sole discretion, and in accordance with Chapter 21E. Any such release shall become effective upon its Recordation and/or Registration.

D. Recordation and/or Registration. Grantor hereby agrees to Record and/or Register any amendment to and/or release of this instrument, or other document created pursuant to this instrument for which Recording and/or Registration is required, within thirty (30) days of the date of having received from Grantee any such amendment, release or other such document executed by Grantee and/or evidencing Grantee's approval, as appropriate, in recordable form. No more than thirty (30) days from the date of Recording and/or Registering of said amendment, release and/or other such document, Grantor shall provide a Registry certified copy of the amendment, release and/or other such document, evidencing the official, final Recording and/or Registration information thereon, to Grantee and the Document Repository, with a copy to EPA and Settlers. Grantor shall pay any and all recording fees, land transfer taxes and other such transactional costs associated with any such amendment or release.

E. Notice to Local Officials. In accordance with the requirements set forth in 310 C.M.R. §40.1403(7), as amended, and within thirty (30) days after

Recording and/or Registering any such amendment, release, or other such document, Grantor shall: (i) provide the City of Woburn's Chief Municipal Officer, Board of Health, Zoning Official and Building Code Enforcement Official with copies of such Recorded and/or Filed amendment, release or other such document; (ii) publish a legal notice indicating the Recording and/or Registering of such amendment, release or other such document, and including the information described in 310 C.M.R. §40.1403(7)(b)(1), in a newspaper which circulates in the City of Woburn; and (iii) provide copies of said legal notice to Grantee within seven (7) days of its publication.

16. No Dedication Intended. Nothing in this instrument shall be construed to be a gift or dedication of the Property to Grantee or to the general public for any purpose whatsoever.

17. Term. This Grant shall run with the land in perpetuity and is intended to conform to the exception for "other restrictions held by any governmental body" set forth in clause (c) of the first paragraph of M.G.L. c. 184, § 26, as amended.

18. Rights Reserved.

A. It is expressly agreed that acceptance of this instrument by Grantee shall not operate to bar, diminish, or in any way affect any legal or equitable right of Grantee to issue any future order or take any future response action with respect to the Property or in any way affect any other claim, action, suit, cause of action, or demand which Grantee may otherwise possess with respect thereto.

B. Nothing in this document shall limit or otherwise affect the rights of EPA or MassDEP to obtain access to, or restrict the use of, the Property pursuant to CERCLA, Chapter 21E, or any other applicable statute or regulation.

19. No Waiver. Except as otherwise provided herein, no delay by any party to this instrument in exercising any right or remedy provided herein shall constitute a waiver thereof, and no waiver by a party to this instrument of any specific provision hereof shall be construed as a waiver of any preceding or succeeding violation of the same or any other provision hereof.

20. Assignment. This Grant, including without limitation all easements, rights, covenants, obligations and restrictions inuring to the benefit of Grantee, herein contained, shall be freely assignable by Grantee, in whole or in part, at any time.

21. Authority. Grantor represents and warrants that he, she or it has been duly authorized by all necessary action to execute this instrument. Grantor represents and warrants that he, she or it has good, clear, record title to the Property, free and clear of all matters of record which could extinguish, through foreclosure or otherwise, this Grant, except for bona fide, third-party encumbrances of record duly Recorded and/or Filed prior to the Effective Date of this instrument which have been, or will be, expressly subordinated to this instrument pursuant to a subordination agreement.

22. Interpretation of Words. Any word or defined term contained in this instrument shall be read as singular, plural, masculine, feminine or neuter as the context so requires.

23. Notices; Changes of Address.

A. General. Any notice, delivery or other communication permitted or required under this instrument, including those notices made pursuant to subparagraphs 23.B. through 23.E., inclusive, unless otherwise provided in this instrument, shall be in writing and sent by reliable overnight delivery service, delivered in hand or mailed by postage-paid registered or certified mail, return receipt requested. Upon instruction from Grantee, a duplicate or electronic copy shall be included with any submittal. Notices or other communications shall be deemed given, if by overnight delivery service, on the first business day following deposit with such delivery service; if by hand, on the date of the receipt evidencing the hand delivery thereof; or, if by registered or certified mail, three (3) days after deposit in the United States mails; provided that notice of change of address shall be deemed effective only upon receipt.

B. Grantee, MassDEP and EPA. Whenever, under the terms of this instrument, written notice is required to be given or a document is required to be sent to (i) Grantee or MassDEP, and/or (ii) EPA, as the case may be, it shall be directed to both MassDEP and EPA, to the individuals at the addresses specified below, or as otherwise directed in writing by MassDEP and/or EPA, respectively.

As to MassDEP:

Department of Environmental Protection
Bureau of Waste Site Cleanup
One Winter Street, 6th Floor
Boston, MA 02108

Attention: Industri-Plex Superfund Site Project Manager

As to EPA:

EPA Remedial Project Manager
Industri-Plex Superfund Site, Woburn, Massachusetts
United States Environmental Protection Agency, Region I
5 Post Office Square, Suite 100 (MC: OSRR07-4)
Boston, MA 02109-3912

and to:

EPA Enforcement Counsel

Industri-Plex Superfund Site
United States Environmental Protection Agency, Region I
5 Post Office Square, Suite 10 (MC: OES04-4)
Boston, MA 02114-2023

C. Settlers. Whenever, under the terms of this instrument, written notice is required to be given or a document is required to be sent to Settlers, it shall be directed to the individual at the address specified below, or as otherwise directed in writing by Settlers:

Industri-Plex OU-1 Coordinator
for the Industri-Plex Site Remedial Trust
c/o Tim Cosgrave
Harvard Project Services, LLC
249 Ayer Road
Suite 206
Harvard, MA 01451-1133

D. Grantor. Whenever, under the terms of this instrument, written notice is required to be given or a document is required to be sent to Grantor, it shall be directed to the individual at the address specified below:

Resources for Responsible Site Management, Inc., Trustee of the
Industri-Plex Site Custodial Trust
c/o Cynthia Brooks, President
44 Shattuck Road
Watertown, MA 02472

E. Changes of Address. Grantor shall notify Grantee, EPA, and Settlers of any change of the mailing address specified above. Any party giving such notice shall do so in writing, within thirty (30) days of such change in address. Such notice shall be effective upon receipt, unless such notice provides for a later effective date (e.g., in the case of advance notice).

24. Changes in Ownership. In the event of a change in record ownership of all or a portion of the Property, or beneficial ownership of Grantor, the transferor and the transferee of such interest shall notify Grantee of such transfer in writing, with a copy to EPA. The transferor's obligation to notify of such change in ownership shall survive such transfer.

A. Such notification shall include, at a minimum:

- i. the name and address of the transferor and the transferee of such interest;
- ii. the address of the subject Property and a statement as to whether all or a portion of the Property has been transferred;
- iii. a Registry certified copy of the instrument of transfer, evidencing the official, final Recording and/or Registration information thereon;
- iv. if only a portion of the property has been transferred, a Registry certified copy of the survey plan of record with the Registry of Deeds and/or Land Registration Office, evidencing the official, final Recording and/or Registration information thereon, stamped and signed by a Massachusetts registered land surveyor, identifying such portion; and
- v. identification of the Industri-Plex Superfund Site, EPA Site Identification Number MAD076580950 and MassDEP Release Tracking No. 3-0001731.

B. Such notification shall be submitted no later than thirty (30) days after the date of transfer of such interest.

25. Governing Law; Captions. This instrument shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts and of the United States, as applicable. All captions and headings contained in this instrument are for convenience of reference only, and shall not be used to govern or interpret the meaning or intent of any provision of this document.

26. Effective Date. This instrument shall become effective upon its Recordation and/or Registration.

No more than thirty (30) days from the date of Recording and/or Registration, Grantor shall provide Grantee with a certified Registry and/or Land Registration Office copy of this instrument. At that time, or as soon as practicable thereafter, Grantor shall provide Grantee with a copy of this instrument, as recorded, certified by said Registry and/or Land Registration Office, with a copy to EPA and Settlers.

As the Commonwealth of Massachusetts is a party to this instrument, no Massachusetts deed excise tax stamps are affixed hereto, none being required by law (M.G.L. Chapter 64D, Section 1, as amended).

WITNESS the execution hereof under seal as of this 30th day of December, 2010.

GRANTOR:
Resources for Responsible Site Management
Inc., Trustee of the Industri-Plex Site
Interim Custodial Trust

By: Cynthia Brooks
Cynthia Brooks, President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 20th day of February, 2011, before me, the undersigned notary public, personally appeared Cynthia Brooks, proved to me through satisfactory evidence of identification, which were MA. Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as President and Treasurer for Resources for Responsible Site Management, Inc., a corporation, Trustee of the Industri-Plex Site Custodial Trust.

[Signature]
Notary Public
My commission expires:

[Seal] **HAWN S. KARIMI**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 30, 2012

4.7.11

RECEIVED FOR REGISTRATION
OF THE COUNTY

Edna A. Williams
CHIEF TITLE EXAMINER

with Clerk Cy; and
Three certificates
registered herewith

Industri-Plex Superfund Site
Grant of Environmental Restriction and Easement
Page 26 of 26

Property Address: 30 Atlantic Ave., Woburn, MA
Plan of Restricted Areas Lot IC-30

In accordance with M.G.L. c. 21E, §6, as amended, the Commissioner of the Department of Environmental Protection hereby approves the Grant.



Kenneth L. Kimmell
Commissioner
Dept. of Environmental Protection

Date: 3/25/11

Upon recording, return to:

Department of Environmental Protection
Bureau of Waste Site Cleanup
One Winter Street, 6th Floor
Boston, MA 02108

Attention: Industri-Plex Superfund Site Project Manager

APPENDIX I – Definitions

1. **Definitions.** The following terms shall have the meanings set forth, below:

A. "As Built Records" shall mean the engineering drawings and other records, as amended, which depict the location and details of Clean Corridors and/or that portion of the Remedy situated within the Property as constructed, or otherwise designated, a copy of which is on file at the Document Repository.

B. "Business Day" shall mean a calendar day, exclusive of those calendar days which fall on a Saturday, Sunday or federal holiday.

C. "Class A Land" shall mean that portion of the Property, if any, identified as Class A Land on the Plan of Restricted Areas; a legal description thereof by metes and bounds being set forth in Appendix III ("Legal Description of the Restricted Areas"). Class A Land may contain Contaminated Groundwater.

D. "Class B Land" shall mean that portion of the Property, if any, identified as Class B Land on the Plan of Restricted Areas; a legal description thereof by metes and bounds being set forth in Appendix III ("Legal Description of the Restricted Areas"). Class B Land may contain Contaminated Soil and Contaminated Groundwater.

E. "Class C Land" shall mean that portion of the Property, if any, identified as Class C Land on the Plan of Restricted Areas; a legal description thereof by metes and bounds being set forth in Appendix III ("Legal Description of the Restricted Areas"). Class C Land contains Contaminated Soil and Cover, and may contain Contaminated Groundwater.

F. "Class D Land" shall mean that portion of the Property, if any, identified as Class D Land on the Plan of Restricted Areas; a legal description thereof by metes and bounds being set forth in Appendix III ("Legal Description of the Restricted Areas"). Class D Land contains Contaminated Soil and Cover, and may contain Contaminated Groundwater. Class D Land also comprises the East, West, East-Central and South Hide Piles, as shown on the As Built Records; and the location of which are generally depicted on the Plan of Restricted Areas.

G. "Clean Corridors" shall mean all soil or other material, bounded below and to the sides by geotextile or other material as shown on the As Built Records, and bounded above by those portions of the Property, if any, referred to as Clean Corridors on the Plan of Restricted Areas. Clean Corridors are situated within Class B Land and are constructed so as to clearly delineate their boundaries. Generally, Clean Corridors provide an area which does not contain Contaminated Soil, where work may be performed, usually related to utilities or other infrastructure that require frequent access for maintenance.

H. "Contaminated Groundwater" shall mean any groundwater within the Site contaminated with arsenic, chromium, lead, benzene, toluene or other hazardous materials and/or substances exceeding applicable local, State and/or Federal standards.

I. "Contaminated Soil" shall mean soil, sediment, fill or other earthen material within the Site containing arsenic at or above a concentration of three hundred (300) parts per million; lead at or above a concentration of six hundred (600) parts per million; chromium at or above a concentration of one thousand (1000) parts per million; and/or animal hides, or their constituents, from which emanate odors.

J. "Cover" shall mean Engineered Cover and Equivalent Cover, collectively.

K. "Cover Certification Report" shall mean a report prepared for the Property containing such information as is necessary to document the completion of the Cover situated on the Property, as amended, including the As Built Records, as applicable, and/or other construction and survey plans, and quality assurance and control documentation, a copy of which is on file at the Document Repository.

L. "Cover Inspection Plan" shall mean the plan set forth in Appendix V ("Cover Inspection Plan"), attached hereto and made a part hereof.

M. "Day" or "Days" shall mean a calendar day or days, except where expressly otherwise provided.

N. "Defect in the Remedy" shall mean any lack, insufficiency or imperfection in the design or construction of the Remedy, excluding Equivalent Cover, under conditions and use for which the Remedy was designed (but for such lack, insufficiency or imperfection), which results in or may result in a Remedy Failure.

O. "Document Repository" shall mean the records center located at the Woburn Public Library, at 45 Pleasant Street in Woburn, MA, and the EPA Records Center, located at US EPA Region 1 - New England at 5 Post Office Square - Suite 100 in Boston, MA 02109-3912, established for the Site pursuant to the ROD and/or Consent Decree. The Document Repository contains documents, drawings, reports, data, specifications and other pertinent detailed information pertaining to the Remedy, the Consent Decree and related documents.

P. "Effective Date" shall mean the date of Recordation and/or Registration of this Environmental Restriction and Easement, as the case may be.

Q. "Emergency Excavation Report" shall mean a written report prepared in accordance with the requirements of Paragraph 5 ("Emergency Excavation") of the Grant.

R. "Engineered Cover" shall mean all physical barriers situated in, on, or under those portions of the Property, if any, referred to as Engineered Cover on the Plan of Restricted Areas. Engineered Cover was designed and constructed by the Industri-Plex Site Remedial Trust as part of the response activities at the Site to prevent exposure to Contaminated Soil on Class C Land and Class D Land, as shown on the original As Built Records, or as shown on approved permanent modifications to those As Built Records. Engineered Cover may be comprised of one or more of the following materials: geotextile, geomembrane, soil, gravel, bituminous concrete and/or asphalt.

S. "Equivalent Cover" shall mean all physical barriers preventing exposure to underlying soil, sediment, fill or other earthen material within the Site, situated in, on, or under those portions of the Property, if any, referred to as Equivalent Cover on the Plan of Restricted Areas. Equivalent Cover, although not designed as part of the Engineered Cover, functions to prevent exposure to Contaminated Soil on Class C Land and Class D Land, as shown on the original As Built Records, or as shown on approved permanent modifications to those As Built Records. Equivalent Cover may be comprised of one or more of the following ground covering structures or features, or portions of such structures or features: buildings; foundations; slabs; paved driveways, walkways, parking lots and/or roads; or other such ground covering structures or features.

T. "Gas Treatment System" shall mean that part of the Remedy which consists of physical structures constructed on or beneath the Site, including ancillary structures and improvements, which are situated on the Property, if any, for the purposes of collecting, treating and controlling odors which might otherwise emanate from the East Hide Pile, as shown on the As Built Records; and the location of which is generally depicted on the Plan of Restricted Areas.

U. "Hazardous Substances" shall mean any substance defined as a "hazardous substance," "pollutant" or "contaminant" under CERCLA; a "hazardous waste" under Section 1004(5) of the Solid Waste Disposal Act, as amended, 42 U.S.C. §6903; a "hazardous material" under Section 2 of Chapter 21E; and/or animal hides, or their constituents, from which emanate odors.

V. "Independent Professional" shall mean a person who is a licensed Hazardous Waste Site Cleanup Professional, pursuant to M. G. L. c. 21A and 309 C. M. R. §§ 1.0 to 8.0 (a "Licensed Site Professional" or "LSP"), and either (i) is also a Professional Engineer (P.E., Civil), licensed by the Massachusetts Board of Registration of Professional Engineers and Professional Land Surveyors, pursuant to M. G. L. c.112 §§ 81D to 81T and implementing regulations; or (ii) is acting, as necessary, in reliance on such a Professional Engineer (P.E., Civil) and other professionals, as needed. In addition, an Independent Professional shall be familiar with the requirements of this Grant of Environmental Restriction and Easement, including its appendices.

W. "Interest" shall mean twelve (12) percent per annum, as set forth in Section 13 of Chapter 21E.

X. "Interim Groundwater Remedy" shall mean that portion of the Remedy which consists of any and all physical structures, including any ancillary structures and improvements, now or hereafter constructed on or beneath the surface of the Site, which are situated on the Property, for the interim groundwater remedy required by the Consent Decree, as more particularly set forth in Paragraph D ("Groundwater Remedy") of Appendix I ("Remedial Design/Action Plan") to the Consent Decree, as now or hereafter are or may be shown on the As Built Records; and the location of which is or may be generally depicted on the Plan of Restricted Areas. The Interim Groundwater Remedy may include, without limitation, facilities for capturing and treating contaminated groundwater; discharging the treated groundwater; and/or monitoring.

Y. "Normal Maintenance" shall mean any and all activities a landowner would routinely need to perform in order to keep his or her property in good condition and repair, exclusive of repair of damage to the geotextile or geomembrane portion of the Engineered Cover. For purposes of this instrument, Normal Maintenance may include, without limitation, activities such as lawn cutting, watering and reseeded; repair of erosion and filling in ruts; bituminous or concrete pavement and asphalt seal coating, bituminous or concrete pavement and asphalt stripe painting, overlaying bituminous or concrete pavement and asphalt, sealing cracks and filling potholes; maintaining and repairing interior building sumps, sump pumps and drainage systems; maintaining and repairing building foundations; removal of unwanted vegetation; removal of debris and accumulated soil and sediment from drainage areas and structures (e.g., culverts, channels, basins).

Z. "Operation and Maintenance Plan" shall mean Chapter 19, including tables and appendices, of the document entitled "100% Remedial Design, Part I, Volume 1," prepared by Golder Associates, dated April 22, 1992, and approved by EPA and DEP in two letters from Joseph DeCola, EPA Project Manager and Jay Naparstek, DEP Project Manager, to Dave L. Baumgartner, ISRT Project Manager, dated March 11, 1993 and May 19, 1993, copies of which are on file at the Document Repository. Chapter 19 includes, without limitation, an Inspection Plan, a Maintenance Plan and a Monitoring Plan.

AA. "Permanent Cover Modification" shall mean a permanent change to the Cover, such that the Cover has been altered from that depicted in the As Built Records, the Cover Certification Report and/or on the Plan of Restricted Areas.

BB. "Plan of Restricted Areas" shall mean the plan consisting of three (3) sheets, entitled "Plan of Restricted Areas" prepared for Resources for Responsible Site Management, Inc., Lot IC-30, Woburn, Massachusetts, prepared by Meridian Land Services, Inc., dated January 12, 2004 as revised, and recorded in the Middlesex South District Registry of Deeds as Plan No. 180 of 2011, a photo-reduced copy of said Plan of Restricted Areas being attached hereto and incorporated herein by this reference. The Plan of Restricted Areas depicts the surveyed locations of the Restricted Areas and certain other features of the Remedy, including without limitation any Engineered Cover or Equivalent Cover, situated on the Property.

CC. "Qualified Professional" shall mean a professional with no less than five (5) years of experience in the field of hazardous waste site assessment and remediation, including experience in hazardous waste management, construction methods and terminology, and preparation and interpretation of remediation and construction plans and documents. In addition, such professional shall be familiar with the requirements of this Grant of Environmental Restriction and Easement, including its appendices. A Qualified Professional may be, but is not necessarily required to be, an Independent Professional.

DD. "Recorded and/or Registered" and its various conjugations shall mean, as to unregistered land, recorded with the appropriate registry of deeds; and as to registered land, filed with the appropriate land registration office; each conjugated as appropriate;

EE. "Remedy" shall mean the Cover; the Gas Treatment System; the Interim Groundwater Remedy; remediated, restored and/or created wetlands; all as depicted (i) in the Cover Certification Report and/or on the Plan of Restricted Areas to the extent that each such element of the Remedy is situated on the Property and (ii) in any such similar cover certification reports and/or on any such similar plans of restricted areas prepared or recorded, respectively, with respect to any and all other properties at the Site, pursuant to the Consent Decree; and/or any other activity, including any resultant structures, required by the Consent Decree; as originally performed or subsequently modified in accordance with the Consent Decree and, as applicable, this instrument.

FF. "Remedy Failure" shall mean any condition at the Property which (i) prevents the Cover from fulfilling its ground-covering function and exposes potentially Contaminated Soil, including without limitation (a) potholes and other structural damage to pavement, concrete, hardtop, cement, foundations or other such types of Cover; and (b) washouts and other significant Cover deterioration or damage; and/or (ii) prevents any portion of the Remedy from fulfilling its intended function.

GG. "Restricted Areas" shall mean, collectively, those portions of the Property bounded and described in Appendix III ("Legal Description of the Restricted Areas"), attached hereto and made a part hereof. The Restricted Areas encompass all portions of the Property subject to this Grant, and are shown on the Plan of Restricted Areas.

HH. "Settlers" shall mean Settlers as defined in Section III, Paragraph Z of the Consent Decree, at page 11, and their successors and assigns; provided, however, that for purposes of this definition, Settlers shall exclude the Mark-Phillip Trust.

II. "Site" shall mean Site as defined in Section III, Paragraph AA of the Consent Decree, at pages 11-12.

JJ. "Work Protocols" or "Protocols" shall mean the procedures, practices and standards set forth in Appendix IV ("Work Protocols"), attached hereto and made a part hereof.

Two certain parcels of land situated in Woburn, Middlesex County, Commonwealth of Massachusetts, being commonly known as 30 Atlantic Avenue, Woburn, MA, and being bounded and described as follows.

Parcel I. (Registered land)

A certain parcel of land shown as Lot 66 on Land Court Plan No. 7312-1 as filed with Certificate of Title No. 211736 in Middlesex South District Registration Book 1188 Page 186, bounded and described as follows.

Beginning at a point on the southeasterly sideline of Atlantic Avenue at the intersection of Lots 65 and 66 and thence running N64° 01'54"E, 30.00 feet to a point;

thence running S25° 17'10"E, 376.01 feet to a point;

thence running generally southerly by a curved line with radius of 65.00 along an arc with length of 56.28 feet to a point;

thence running N64° 01'54"E, 252.35 feet to a point;

thence running S25° 58'06"E, 194.54 feet to a point;

thence running S30° 46'15"W, 219.63 feet to a point;

thence running S64° 01'54"W, 118.00 feet to a point;

thence running southwesterly and then westerly by a curved line with radius of 375.00 along an arc with length of 340.91 feet to a point;

thence running N63° 52'55"W, 205.82 feet to a point;

thence running N24° 42'50"E, 33.92 feet to a point;

thence running N64° 42'50"E, 47.98 feet to a point;

thence running S68° 47'56"E, 24.82 feet to a point;

thence running N64° 42'50"E, 101.32 feet to a point;

thence running N25° 17'10"W, 25.00 feet to a point;

thence running N64° 42'50"E, 18.00 feet to a point;

thence running N25° 17'10"W, 136.00 feet to a point;

thence running N64° 42'50"E, 254.00 feet to a point;

thence running N25° 17'10"W, 274.02 feet to the point of beginning.

For title to Parcel I, see, Transfer Certificate of Title No. 209396 as filed in Middlesex South District Registration Book 1177 Page 46; said Lot 66 being a portion of the premises described therein.

Parcel II. (Unregistered land)

A certain triangular parcel of land shown as PARCEL A on a plan entitled "112 COMMERCE WAY 30 ATLANTIC AVENUE WOBURN, MA" dated 5/23/08 by Allen & Major Associates, Inc., recorded as Middlesex South District plan #531 of 2008 and being bounded and described as follows.

Beginning at the easternmost corner of locus along the boundary line of Parcel A and Parcel B on said plan, and thence running S64° 01'54"W by land n/f Metronorth Business Center LLC, 183.65 feet to a point;

thence running N30° 46'15"E by the first parcel hereinabove described, 219.63 feet to a point;

thence running S25° 58'06"E, by land n/f 112 Commerce Way LLC in two courses measuring 105.46 feet and 15.00 feet respectively, to the point of beginning.

Containing 11,061 +/- square feet, according to said plan.

For title to Parcel II, see, foreclosure deed dated 8/1/97 and recorded in Middlesex South District Book 27665 Page 593; said PARCEL A now being a portion of the premises therein described.

Together with those rights set forth in the Grant of Easement from the Trustees of Mark-Philip Trust to Woburn Industrial Associates, Inc. dated 7/5/77 recorded in Book 13230 Page 209 and filed as reg. Doc. #557811.

Together with those rights set forth in an Easement Agreement by and between Christopher Gordon, Trustee of RTC Realty Trust and State Street Bank and Trust Company of Missouri, N.A., Trustee of Industri-plex Site Remedial Trust dated 6/9/98, recorded in Book 28701 Page 170 and filed as reg. Doc. #1068779.

APPENDIX III – Legal Description of Restricted Areas Located within Lot IC-30

Class “B” Land consists of the following described four areas, area one being:

**Land of
Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex
Site Interim Custodial Trust
Woburn, Massachusetts**

Beginning at a point on the common line of land of Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex Site Interim Custodial Trust (Lot IC-30) and land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), said point being South 63° 53' 46" East – 4.89 feet along said common line from the common corner of Lot IC-30 and land now or formerly of RTC Realty Trust (Lot IC-31), thence through Lot IC-30

1. North 29° 56' 02" East – 44.95 feet to a point at the common line of land now or formerly of RTC Realty Trust (Lot IC-31), thence by Lot IC-31
2. North 64° 41' 59" East – 34.00 feet to a point, and
3. South 68° 48' 47" East – 24.82 feet to a point, and
4. North 64° 41' 59" East – 23.04 feet to a point, thence through Lot IC-30
5. South 13° 07' 24" East – 43.36 feet to a point, and
6. South 63° 49' 02" West – 73.27 feet to a point at the common line of land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), thence by Lot 10-1-1
7. North 63° 53' 46" West – 45.91 feet to the point of beginning.

Also shown on a plan consisting of three (3) sheets, entitled “Plan Of Restricted Areas” prepared for: (now or formerly) Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex Site Interim Custodial Trust, Lot IC-30, Woburn, Massachusetts, prepared by Meridian Land Services, Inc., dated January 12, 2004, as revised, and recorded on March 31, 2011 in the Middlesex South District Registry of Deeds as Plan No. 180 of 2011 (the “Plan of Restricted Areas”), a photo-reduced copy of said Plan of Restricted Areas being attached hereto and incorporated herein by reference.

and area two being:

**Land of
Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex
Site Interim Custodial Trust
Woburn, Massachusetts**

Beginning at a point on the common line of land of Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex Site Interim Custodial Trust (Lot IC-30) and land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), said point being 353.35 feet along said common line from the common corner of Lot IC-30 and land now or formerly of RTC Realty Trust (Lot IC-31), thence into Lot IC-30

1. North 34° 40' 16" East – 61.83 feet to a point, and
2. North 28° 22' 18" East – 101.02 feet to a point, and
3. South 28° 00' 12" East – 84.35 feet to a point, and
4. South 44° 58' 28" East – 18.68 feet to a point, and
5. South 29° 36' 41" East – 34.14 feet to a point at the common line of land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), thence by Lot 10-1-1
6. Westerly by a curve to the right having a radius of 375.00 feet a distance of 155.59 feet to the point of beginning.

Also shown on said Plan of Restricted Areas.

and area three being:

**Land of
Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex
Site Interim Custodial Trust
Woburn, Massachusetts**

Beginning at the southeasterly corner of land of Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex Site Interim Custodial Trust (Lot IC-30) and at the common corner of land now or formerly of 112 Commerce Way, LLC. (Lot IC-41) at the common line of land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), thence by land Lot 10-1-1

1. South 64° 01' 03" West – 160.89 feet to a point, thence through Lot IC-30
2. North 43° 24' 30" East – 171.89 feet to a point at the common line of land now or formerly of 112 Commerce Way, LLC. (Lot IC-41), thence by Lot IC-41

3. South 25° 58' 57" East – 60.51 feet to the point of beginning.

Also shown on said Plan of Restricted Areas.

and area four being:

**Land of
Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex
Site Interim Custodial Trust
Woburn, Massachusetts**

Beginning at a point on the common line of land of Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex Site Interim Custodial Trust (Lot IC-30) and land now or formerly of 112 Commerce Way, LLC (Lot IC-41), said point being South 25° 58' 57" East – 33.67 feet along said common line from the northwesterly corner Lot IC-41, thence by Lot IC-41

1. South 25° 58' 57" East – 160.87 feet to a point, and
2. South 25° 58' 57" East - 58.45 feet to a point, thence into Lot IC-30
3. South 89° 14' 10" West – 98.46 feet to a point, and
4. North 00° 41' 21" East – 100.00 feet to a point, and
5. North 00° 40' 28" East – 98.48 feet to the point of beginning.

Also shown on said Plan of Restricted Areas.

Class "C" Land consists of the following described two areas, area one being

**Land of
Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex
Site Interim Custodial Trust
Woburn, Massachusetts**

Beginning at the northeasterly corner of land of Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex Site Interim Custodial Trust (Lot IC-30) at a point on the southeasterly sideline of Atlantic Avenue and at the common corner of land now or formerly of 20 Atlantic Avenue Realty Trust (Lot IC-18), thence by Lot IC-18

1. South 25° 18' 01" East – 376.01 feet to a point of curve, and
2. Southerly by a curve to the right having a radius of 65.00 feet a distance of 56.28 feet to a point, and

3. North 64° 01' 03" East – 252.35 feet to a point at the common corner of land now or formerly of 112 Commerce Way, LLC (Lot IC-41), thence by Lot IC-41
4. South 25° 58' 57" East – 33.67 feet to a point, thence through Lot IC-30
5. South 00° 40' 28" West – 98.48 feet to a point, and
6. South 00° 41' 21" West – 100.00 feet to a point, and
7. North 89° 14' 10" East – 98.46 feet to a point at the common line of Lot IC-41, thence by Lot IC-41
8. South 25° 58' 57" East – 1.50 feet to a point, thence through Lot IC-30
9. South 43° 24' 30" West – 171.89 feet to a point at the common line of land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), thence by Lot 10-1-1
10. South 64° 01' 03" West – 22.76 feet to a point, and
11. South 64° 01' 03" West – 118.00 feet to a point of curve, and
12. Westerly by a curve to the right having a radius of 375.00 feet a distance of 37.77 feet to a point, thence into Lot IC-30
13. North 29° 36' 41" West – 34.14 feet to a point, and
14. North 44° 58' 28" West – 18.68 feet to a point, and
15. North 28° 00' 12" West – 84.35 feet to a point, and
16. South 28° 22' 18 West – 101.02 feet to a point, and
17. South 34° 40' 16" West – 61.83 feet to a point at the common line of land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), thence by Lot 10-1-1
18. Northwesterly by a curve to the right having a radius of 375.00 feet a distance of 147.54 feet to a point of tangency, and
19. North 63° 53' 46" West – 155.01 feet to a point, thence through Lot IC-30
20. North 63° 49' 02" East – 73.27 feet to a point, and
21. North 13° 07' 24" West – 43.36 feet to a point at the common line of land now or formerly of RTC Realty Trust (Lot IC-31), thence by Lot IC-31

22. North 64° 41' 59" East – 78.28 feet to a point, and
23. North 25° 18' 01" West – 25.00 feet to a point, and
24. North 64° 41' 59" East – 18.00 feet to a point, and
25. North 25° 18' 01" West – 136.00 feet to a point, and
26. North 64° 41' 59" East – 254.00 feet to a point, and
27. North 25° 18' 01" West – 274.02 feet to a point on the southeasterly sideline of Atlantic Avenue, thence by the sideline of Atlantic Avenue
28. North 64° 01' 03" East – 30.00 feet to the point of beginning.

The description of this Class C land encompasses, but does not include the Class D land (also known as the South Hide Pile).

Also shown on said Plan of Restricted Areas.

and area two being:

**Land of
Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex
Site Interim Custodial Trust
Woburn, Massachusetts**

Beginning at a point on the common line of land of Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex Site Interim Custodial Trust (Lot IC-30) and land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), said point being at the southwesterly corner of land now or formerly of RTC Realty Trust (Lot IC-31), thence by Lot IC-31

1. North 24° 41' 59" East – 33.92 feet to a point, and
2. North 64° 41' 59" East – 13.98 feet to a point, thence through Lot IC-30
3. South 29° 56' 02" West – 44.95 feet to a point at the common line of land now or formerly of Metronorth Business Ctr. LLC (Lot 10-1-1), thence by Lot 10-1-1
4. North 63° 53' 46" West – 4.89 feet to the point of beginning.

Also shown on said Plan of Restricted Areas.

Class "D" Land consists of the following described area:

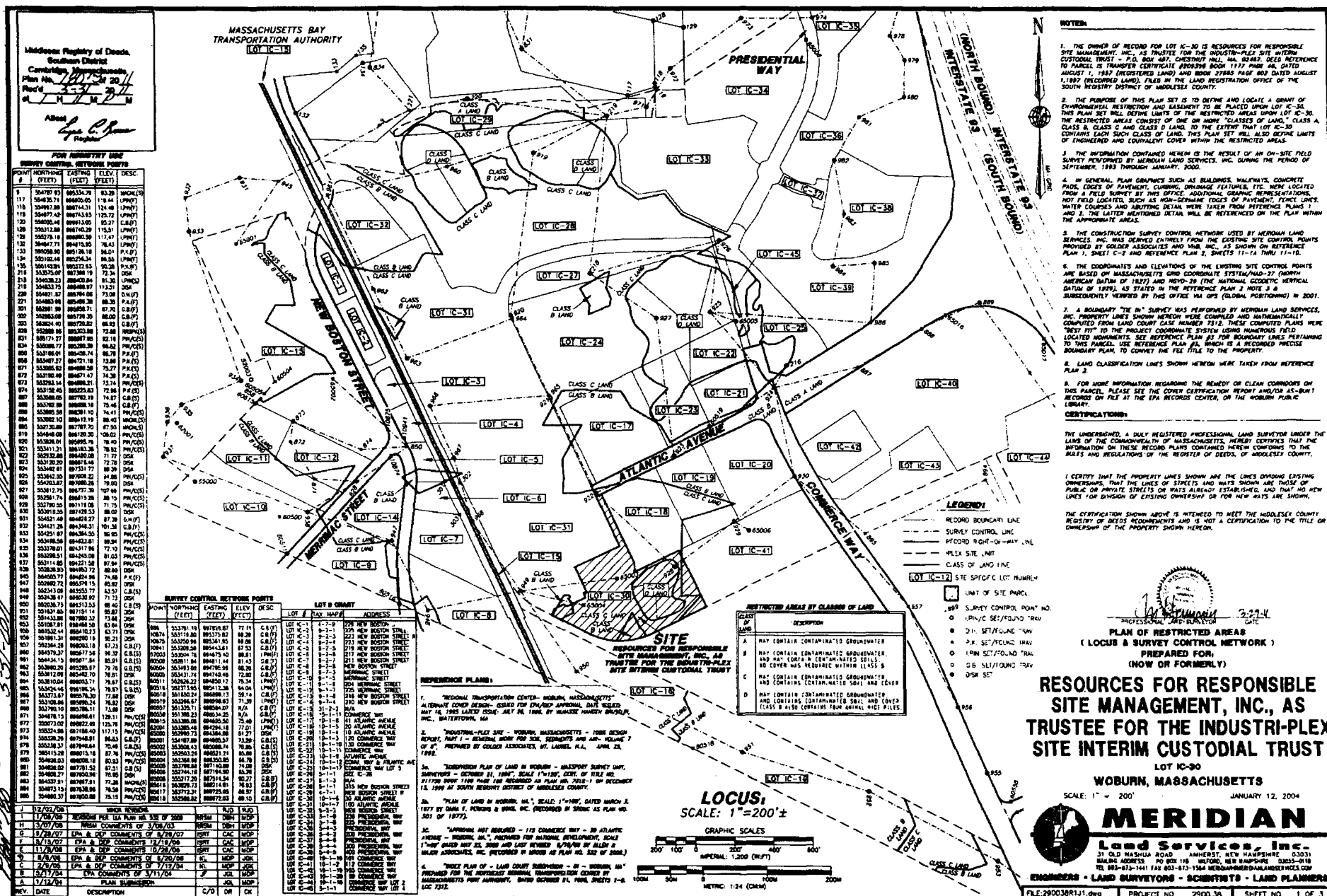
**Land of
Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex
Site Interim Custodial Trust
Woburn, Massachusetts**

Beginning at a point #32072 on land of Resources for Responsible Site Management, Inc., as Trustee for the Industri-plex Site Interim Custodial Trust (Lot IC-30), said point being located North 08°45'09" East – 25.64 feet from an iron pin with a cap being survey control point #928, said point also being on a tie course of South 17° West – 59 feet more or less from the common corner of Lot IC-30 and the northwesterly corner of land now or formerly of 112 Commerce Way, LLC (Lot IC-41), thence on Lot IC-30

1. South 37° 38' 53" East – 12.60 feet to a point, and
2. South 24° 15' 17" East – 13.37 feet to a point, and
3. South 13°15'57" East – 14.70 feet to a point, and
4. South 02°13'21" East – 17.03 feet to a point, and
5. South 15° 19' 21" West – 25.25 feet to a point, and
6. South 21° 52' 35" West – 63.66 feet to a point, and
7. South 12° 44' 49" West – 23.42 feet to a point, and
8. South 10° 40' 27" East – 15.14 feet to a point, and
9. South 46° 41' 04" East – 12.51 feet to a point, and
10. South 70° 43' 44" East – 13.88 feet to a point, and
11. South 79° 58' 51" East – 15.26 feet to a point, and
12. South 76° 05' 44" East – 14.60 feet to a point, and
13. South 54° 56' 10" East – 12.69 feet to a point, and
14. South 15° 00' 57" West – 25.01 feet to a point, and
15. South 45° 00' 00" West – 27.28 feet to a point, and
16. South 62° 59' 00" West – 40.49 feet to a point, and

17. South 70° 15' 59" West – 43.93 feet to a point, and
18. South 71° 40' 57" West – 41.76 feet to a point, and
19. South 79° 32' 28" West – 22.05 feet to a point, and
20. North 76° 22' 06" West – 14.64 feet to a point, and
21. North 54° 19' 00" West – 12.67 feet to a point, and
22. North 44° 26' 49" West – 12.50 feet to a point, and
23. North 36° 00' 11" West – 25.31 feet to a point, and
24. North 29° 08' 14" West – 38.99 feet to a point, and
25. North 30° 08' 00" West – 38.80 feet to a point, and
26. North 21° 58' 57" West – 21.04 feet to a point, and
27. North 14° 33' 17" West – 21.04 feet to a point, and
28. North 05° 16' 50" West – 16.25 feet to a point, and
29. North 06° 18' 14" East – 19.99 feet to a point, and
30. North 45° 00' 00" East – 104.50 feet to a point, and
31. North 64° 08' 26" East – 57.19 feet to a point, and
32. North 66° 00' 48" East – 52.29 feet to a point, and
33. North 80° 39' 40" East – 21.44 feet to a point, and
34. South 71° 58' 12" East – 14.02 feet to a point, and
35. South 50° 37' 28" East – 12.56 feet to the point of beginning.

Also shown on said Plan of Restricted Areas.



Massachusetts Bay Transportation Authority
Middlesex Registry of Deeds
Southern District
Cambridge
Plan No. 2000-38-11
Rev'd 3-31-2004
About
Locus
Meridian

FOR SURVEY CONTROL LINE

POINT	NORTHING (FEET)	EASTING (FEET)	ELEV. (FEET)	DESC.
1	504877.31	605334.76	83.29	MONK(19)
111	504877.31	605334.76	118.14	UPW(1)
112	504877.31	605334.76	124.48	UPW(1)
113	504877.31	605334.76	125.72	UPW(1)
120	504877.31	605334.76	127.00	C.B.P.
121	504877.31	605334.76	128.24	UPW(1)
122	504877.31	605334.76	129.48	UPW(1)
123	504877.31	605334.76	130.72	UPW(1)
124	504877.31	605334.76	131.96	UPW(1)
125	504877.31	605334.76	133.20	UPW(1)
126	504877.31	605334.76	134.44	UPW(1)
127	504877.31	605334.76	135.68	UPW(1)
128	504877.31	605334.76	136.92	UPW(1)
129	504877.31	605334.76	138.16	UPW(1)
130	504877.31	605334.76	139.40	UPW(1)
131	504877.31	605334.76	140.64	UPW(1)
132	504877.31	605334.76	141.88	UPW(1)
133	504877.31	605334.76	143.12	UPW(1)
134	504877.31	605334.76	144.36	UPW(1)
135	504877.31	605334.76	145.60	UPW(1)
136	504877.31	605334.76	146.84	UPW(1)
137	504877.31	605334.76	148.08	UPW(1)
138	504877.31	605334.76	149.32	UPW(1)
139	504877.31	605334.76	150.56	UPW(1)
140	504877.31	605334.76	151.80	UPW(1)
141	504877.31	605334.76	153.04	UPW(1)
142	504877.31	605334.76	154.28	UPW(1)
143	504877.31	605334.76	155.52	UPW(1)
144	504877.31	605334.76	156.76	UPW(1)
145	504877.31	605334.76	158.00	UPW(1)
146	504877.31	605334.76	159.24	UPW(1)
147	504877.31	605334.76	160.48	UPW(1)
148	504877.31	605334.76	161.72	UPW(1)
149	504877.31	605334.76	162.96	UPW(1)
150	504877.31	605334.76	164.20	UPW(1)
151	504877.31	605334.76	165.44	UPW(1)
152	504877.31	605334.76	166.68	UPW(1)
153	504877.31	605334.76	167.92	UPW(1)
154	504877.31	605334.76	169.16	UPW(1)
155	504877.31	605334.76	170.40	UPW(1)
156	504877.31	605334.76	171.64	UPW(1)
157	504877.31	605334.76	172.88	UPW(1)
158	504877.31	605334.76	174.12	UPW(1)
159	504877.31	605334.76	175.36	UPW(1)
160	504877.31	605334.76	176.60	UPW(1)
161	504877.31	605334.76	177.84	UPW(1)
162	504877.31	605334.76	179.08	UPW(1)
163	504877.31	605334.76	180.32	UPW(1)
164	504877.31	605334.76	181.56	UPW(1)
165	504877.31	605334.76	182.80	UPW(1)
166	504877.31	605334.76	184.04	UPW(1)
167	504877.31	605334.76	185.28	UPW(1)
168	504877.31	605334.76	186.52	UPW(1)
169	504877.31	605334.76	187.76	UPW(1)
170	504877.31	605334.76	189.00	UPW(1)
171	504877.31	605334.76	190.24	UPW(1)
172	504877.31	605334.76	191.48	UPW(1)
173	504877.31	605334.76	192.72	UPW(1)
174	504877.31	605334.76	193.96	UPW(1)
175	504877.31	605334.76	195.20	UPW(1)
176	504877.31	605334.76	196.44	UPW(1)
177	504877.31	605334.76	197.68	UPW(1)
178	504877.31	605334.76	198.92	UPW(1)
179	504877.31	605334.76	200.16	UPW(1)
180	504877.31	605334.76	201.40	UPW(1)
181	504877.31	605334.76	202.64	UPW(1)
182	504877.31	605334.76	203.88	UPW(1)
183	504877.31	605334.76	205.12	UPW(1)
184	504877.31	605334.76	206.36	UPW(1)
185	504877.31	605334.76	207.60	UPW(1)
186	504877.31	605334.76	208.84	UPW(1)
187	504877.31	605334.76	210.08	UPW(1)
188	504877.31	605334.76	211.32	UPW(1)
189	504877.31	605334.76	212.56	UPW(1)
190	504877.31	605334.76	213.80	UPW(1)
191	504877.31	605334.76	215.04	UPW(1)
192	504877.31	605334.76	216.28	UPW(1)
193	504877.31	605334.76	217.52	UPW(1)
194	504877.31	605334.76	218.76	UPW(1)
195	504877.31	605334.76	220.00	UPW(1)
196	504877.31	605334.76	221.24	UPW(1)
197	504877.31	605334.76	222.48	UPW(1)
198	504877.31	605334.76	223.72	UPW(1)
199	504877.31	605334.76	224.96	UPW(1)
200	504877.31	605334.76	226.20	UPW(1)
201	504877.31	605334.76	227.44	UPW(1)
202	504877.31	605334.76	228.68	UPW(1)
203	504877.31	605334.76	229.92	UPW(1)
204	504877.31	605334.76	231.16	UPW(1)
205	504877.31	605334.76	232.40	UPW(1)
206	504877.31	605334.76	233.64	UPW(1)
207	504877.31	605334.76	234.88	UPW(1)
208	504877.31	605334.76	236.12	UPW(1)
209	504877.31	605334.76	237.36	UPW(1)
210	504877.31	605334.76	238.60	UPW(1)
211	504877.31	605334.76	239.84	UPW(1)
212	504877.31	605334.76	241.08	UPW(1)
213	504877.31	605334.76	242.32	UPW(1)
214	504877.31	605334.76	243.56	UPW(1)
215	504877.31	605334.76	244.80	UPW(1)
216	504877.31	605334.76	246.04	UPW(1)
217	504877.31	605334.76	247.28	UPW(1)
218	504877.31	605334.76	248.52	UPW(1)
219	504877.31	605334.76	249.76	UPW(1)
220	504877.31	605334.76	251.00	UPW(1)
221	504877.31	605334.76	252.24	UPW(1)
222	504877.31	605334.76	253.48	UPW(1)
223	504877.31	605334.76	254.72	UPW(1)
224	504877.31	605334.76	255.96	UPW(1)
225	504877.31	605334.76	257.20	UPW(1)
226	504877.31	605334.76	258.44	UPW(1)
227	504877.31	605334.76	259.68	UPW(1)
228	504877.31	605334.76	260.92	UPW(1)
229	504877.31	605334.76	262.16	UPW(1)
230	504877.31	605334.76	263.40	UPW(1)
231	504877.31	605334.76	264.64	UPW(1)
232	504877.31	605334.76	265.88	UPW(1)
233	504877.31	605334.76	267.12	UPW(1)
234	504877.31	605334.76	268.36	UPW(1)
235	504877.31	605334.76	269.60	UPW(1)
236	504877.31	605334.76	270.84	UPW(1)
237	504877.31	605334.76	272.08	UPW(1)
238	504877.31	605334.76	273.32	UPW(1)
239	504877.31	605334.76	274.56	UPW(1)
240	504877.31	605334.76	275.80	UPW(1)
241	504877.31	605334.76	277.04	UPW(1)
242	504877.31	605334.76	278.28	UPW(1)
243	504877.31	605334.76	279.52	UPW(1)
244	504877.31	605334.76	280.76	UPW(1)
245	504877.31	605334.76	282.00	UPW(1)
246	504877.31	605334.76	283.24	UPW(1)
247	504877.31	605334.76	284.48	UPW(1)
248	504877.31	605334.76	285.72	UPW(1)
249	504877.31	605334.76	286.96	UPW(1)
250	504877.31	605334.76	288.20	UPW(1)
251	504877.31	605334.76	289.44	UPW(1)
252	504877.31	605334.76	290.68	UPW(1)
253	504877.31	605334.76	291.92	UPW(1)
254	504877.31	605334.76	293.16	UPW(1)
255	504877.31	605334.76	294.40	UPW(1)
256	504877.31	605334.76	295.64	UPW(1)
257	504877.31	605334.76	296.88	UPW(1)
258	504877.31	605334.76	298.12	UPW(1)
259	504877.31	605334.76	299.36	UPW(1)
260	504877.31	605334.76	300.60	UPW(1)
261	504877.31	605334.76	301.84	UPW(1)
262	504877.31	605334.76	303.08	UPW(1)
263	504877.31	605334.76	304.32	UPW(1)
264	504877.31	605334.76	305.56	UPW(1)
265	504877.31	605334.76	306.80	UPW(1)
266	504877.31	605334.76	308.04	UPW(1)
267	504877.31	605334.76	309.28	UPW(1)
268	504877.31	605334.76	310.52	UPW(1)
269	504877.31	605334.76	311.76	UPW(1)
270	504877.31	605334.76	313.00	UPW(1)
271	504877.31	605334.76	314.24	UPW(1)
272	504877.31	605334.76	315.48	UPW(1)
273	504877.31	605334.76	316.72	UPW(1)
274	504877.31	605334.76	317.96	UPW(1)
275	504877.31	605334.76	319.20	UPW(1)
276	504877.31	605334.76	320.44	UPW(1)
277	504877.31	605334.76	321.68	UPW(1)
278	504877.31	605334.76	322.92	UPW(1)
279	504877.31	605334.76	324.16	UPW(1)
280	504877.31	605334.76	325.40	UPW(1)
281	504877.31	605334.76	326.64	UPW(1)
282	504877.31	605334.76	327.88	UPW(1)
283	504877.31	605334.76	329.12	UPW(1)
284	504877.31	605334.76	330.36	UPW(1)
285	504877.31	605334.76	331.60	UPW(1)
286	504877.31	605334.76	332.84	UPW(1)
287	504877.31	605334.76	334.08	UPW(1)
288	504877.31	605334.76	335.32	UPW(1)
289	504877.31	605334.76	336.56	UPW(1)
290	504877.31	605334.76	337.80	UPW(1)
291	504877.31	605334.76	339.04	UPW(1)
292	504877.31	605334.76	340.28	UPW(1)
293	504877.31	605334.76	341.52	UPW(1)
294	504877.31	605334.76	342.76	UPW(1)
295	504877.31	605334.76	344.00	UPW(1)
296	504877.31	605334.76	345.24	UPW(1)
297	504877.31	605334.76	346.48	UPW(1)
298	504877.31	605334.76	347.72	UPW(1)
299	504877.31	605334.76	348.96	UPW(1)
300	504877.31	605334.76	350.20	UPW(1)
301	504877.31	605334.76	351.44	UPW(1)
302	504877.31	605334.76	352.68	UPW(1)
303	504877.31	605334.76	353.92	UPW(1)
304	504877.31	605334.76	355.16	UPW(1)
305	504877.31	605334.76	356.40	UPW(1)
306	504877.31	605334.76	357.64	UPW(1)
307	504877.31	605334.76	358.88	UPW(1)
308	504877.31	605334.76	360.12	UPW(1)
309	504877.31	605334.76	361.36	UPW(1)
310	504877.31	605334.76	362.60	UPW(1)
311	504877.31	605334.76	363.84	UPW(1)
312	504877.31	605334.76	365.08	UPW(1)
313	504877.31	605334.76	366.32	UPW(1)
314	504877.31	605334.76	367.56	UPW(1)
315	504877.31	605334.76	368.80	UPW(1)
316	504877.31	605334.76	370.04	UPW(1)
317	504877.31	605334.76	371.28	UPW(1)</

APPENDIX IV – Work Protocols

SECTION I. GENERAL

1. **Title.** This appendix, which shall be referred to as the “Work Protocols,” is an attachment to an instrument entitled “Industri-Plex Site Institutional Controls” (also referred to as the “Institutional Controls,” “Grant of Environmental Restriction and Easement” or “Grant”), dated December 30, 2010, and recorded and/or registered herewith, in the Middlesex South Registry of Deeds/Land Registration Office.

2. **Definitions.** Unless otherwise defined herein, the terms used in the Work Protocols shall have the meanings set forth in Paragraph 1 (“Definitions”) of the Grant.

3. **Applicability.** Whenever the Institutional Controls prohibit or restrict an activity or use unless conducted in compliance with the Work Protocols, or otherwise require compliance with the Work Protocols, Grantor shall comply with the terms and provisions of this appendix.

4. **Submissions.** All submissions made pursuant to the Work Protocols shall be made in accordance with the requirements of Paragraph 23 (“Notices; Changes of Address”) of the Grant.

5. **General Requirement.** The Work Protocols require Grantor to prepare and submit a work plan in connection with the proposed, but otherwise prohibited activity or use, and in order to comply with certain obligations to cure a Remedy Failure; to obtain certain approvals where specified; and to prepare and submit a completion report when the work described in the work plan is finished. If the activity or use will result in a permanent change to the Institutional Controls, Grantor will also need to modify the Institutional Controls by preparing and submitting revised As Built Records and/or an amendment to the Grant, and related documentation, for review and approval. Grantor is required to engage an Independent Professional or, where permitted, a Qualified Professional to perform certain of these requirements. In some instances, Grantor may also need to retain other professionals, such as a registered land surveyor, to prepare certain submittals. More particularly:

A. Grantor shall prepare and submit in writing to Grantee, with a copy to Settlers:

i. a work plan, prior to conducting the otherwise prohibited activity or use at the Property, or when required as part of an obligation to repair a Remedy Failure;

ii. a revised work plan, if certain contingencies arise; and

iii. a completion report after completing the work; and

iv. under certain circumstances, if specified, proposed revised As Built Records and/or a proposed amendment to the Institutional Controls, in accordance with Appendix VI ("Amendment Protocol") of the Grant.

B. Grantor shall prepare all submittals, obtain any necessary approvals, provide any necessary notifications, and record and/or register any approved amendment, all in accordance with the requirements set forth in Section II, below, according to the class of land where the work is to be performed, and Appendix VI ("Amendment Protocol"), if a Grant amendment is required. Grantor shall engage an Independent Professional or, where permitted, a Qualified Professional to perform certain requirements, as specified in Section II, below. In the event that the otherwise prohibited activity or use will be performed on multiple classes of land, then the requirements for the most restrictive class of land shall apply, except for those technical requirements which are specific to each separate class of land. For purposes of the preceding requirement, Class D Land is the most restrictive and Class A Land is the least restrictive.

C. Grantor shall perform all work in accordance with the work plan and/or revised work plan, as submitted or, if applicable, as approved. Once Grantor has begun work pursuant to an approved work plan, the terms and conditions of the work plan, as approved, and all related requirements of the Work Protocols shall be enforceable by Grantee, as an obligation of the Grant, pursuant to Paragraph 8 ("Enforcement") and Paragraph 9 ("Stipulated Penalties") of the Grant.

D. Grantor shall satisfy all other applicable requirements of the Work Protocols.

6. Financial Assurance Requirement. If the estimated total cost of performing a proposed work plan, as approved, exceeds twenty-five thousand dollars (\$25,000), then Grantor shall provide written financial assurance of Grantor's ability to perform such work plan, in a form approved by Grantee, such as a surety bond guaranteeing payment, a surety bond guaranteeing performance, an irrevocable standby letter of credit, or such other financial mechanism as may be accepted by Grantee. The financial assurance shall provide that, upon Grantee's determination that Grantor has failed in whole or in part to comply with the terms of the work plan or the Grant, Grantee shall have the right to promptly obtain, without the consent of Grantor, exclusive direction and control over the transfer, use and disbursement of the secured funds or performance benefits to complete the actions, in whole or in part, required by the work plan or the Grant.

7. Establishment of Standard Work Plans.

A. Grantor may submit to Grantee, with a copy to Settlers, a written request to approve a standard work plan for a routine, recurring activity or use,

each occurrence of which would not require an amendment to the Grant, in lieu of submitting a work plan for each occurrence of such activity or use.

B. Each proposed standard work plan shall be submitted in writing, shall be prepared or reviewed by an Independent Professional, and shall include his or her opinion that the particular standard work plan complies with the applicable requirements of Paragraph 13 ("Health and Safety Plan"), Paragraph 14 ("Materials Management and Sampling Protocol") and Paragraph 15 ("Cover and Clean Corridors Protocol") of this appendix, and any applicable requirements of the Grant.

C. Any approval of a standard work plan by Grantee shall only be valid if in writing, and may be made upon such terms and conditions as Grantee deems appropriate. Any such terms and conditions shall be deemed a part of that particular approved standard work plan. Grantee's approval of a particular standard work plan shall remain in effect until the approval either expires by its terms or is withdrawn by Grantee in writing.

D. An activity or use conducted pursuant to an approved standard work plan shall not otherwise be subject to the Work Protocols, provided that Grantor satisfies all of the following requirements.

i. Advance Written Notice. Grantor shall provide Grantee, with a copy to Settlers, fourteen (14) days' advance written notice of the start date of the work to be performed pursuant to a standard work plan. The notice shall identify:

- a. the location of the activity or use to be performed,
- b. the applicable approved standard work plan,
- c. the entity which will perform the activity or use, and
- d. if required by the approved standard work plan, the name and license number of the Independent Professional or, where permitted, the Qualified Professional whom Grantor has engaged to oversee the activity;

ii. Terms and Conditions. Grantor shall comply with the terms and conditions of the applicable approved standard work plan; and

iii. Completion Report. Grantor shall prepare and submit a completion report in accordance with the requirements of Section III ("Completion Report Requirements"), below.

SECTION II. WORK PLAN REQUIREMENTS

8. Work Plan Requirements for Class C Land and Class D Land. For any activity or use which is prohibited, unless conducted in strict compliance with the Work Protocols, and/or when required to repair a Remedy Failure, to be performed in whole or in part within Class C Land and/or Class D Land, the following requirements shall apply. If approval for a work plan is not expressly required, then a work plan would be presumptively approved after the requisite time period has expired, barring notice from Grantee.

A. Activity or Use above Contaminated Media. If the activity or use will disturb the Cover, but not fully penetrate through to the Contaminated Soil or Contaminated Groundwater below, then:

i. a Qualified Professional shall prepare or review the work plan, unless the activity or use will result in a Permanent Cover Modification, in which case an Independent Professional shall prepare and/or review the work plan;

ii. the work plan shall be submitted no less than thirty (30) days prior to the initiation of the activity or use;

iii. the work plan shall include the following items :

a. a description of the proposed activity or use as it pertains to the Remedy, including without limitation any disturbance of the Cover;

b. a schedule for the performance of the activity or use, including without limitation a schedule of times and duration for any open excavation;

c. a map and, if necessary, a surveyed plan showing the location of the proposed activity or use, which Grantee may also require at its sole discretion;

d. the names, addresses and telephone numbers of Grantor's primary contacts for the proposed activity or use, including without limitation Grantor, its lessees or other parties responsible for submitting the work plan, its or their contractors and consultants, and the Qualified Professional or, if applicable, the Independent Professional, engaged to prepare or review the work plan;

iv. the work plan shall satisfy the applicable requirements of Paragraph 15 ("Cover and Clean Corridors Protocol") of this appendix; and

v. the Qualified Professional or the Independent Professional, as the case may be, shall provide a written opinion that the work plan complies with the applicable requirements of Paragraph 15 ("Cover and Clean Corridors Protocol") of this appendix, and any applicable requirements of the Grant.

B. Accidental Exposure of Contaminated Media. In the event that Grantor or any other party performing an activity or use pursuant to subparagraph 8.A. of this appendix, above, fully penetrates the Cover through to the Contaminated Soil or Contaminated Groundwater below, then Grantor or such other party shall:

i. immediately cease work in the area where the Cover penetration occurred until a revised work plan is approved, as set forth below, and secure the area in order to prevent the release of, or exposure to, such material, or any run-on or run-off, and otherwise comply with the requirements of section ii. ("Temporary On-Site Storage") of subparagraph 14.A. ("Management of Soils and Sediments") and section ii. ("Temporary On-Site Storage") of subparagraph 14.B. ("Management of Groundwater and Water from Dewatering");

ii. immediately orally notify Grantee of such event, and no later than seven (7) days after the date of such event submit written notification thereof to Grantee, with a copy to Settlers;

iii. submit a revised work plan in accordance with the requirements of subparagraph 8.C. ("Activity or Use within Contaminated Media"), except that it shall be submitted no later than thirty (30) days after the date of such event rather than sixty (60) days prior to initiation of the activity or use; and

iv. promptly perform the approved work plan.

C. Activity or Use within Contaminated Media. If the activity or use will fully penetrate the Cover through to the Contaminated Soil or Contaminated Groundwater below, or otherwise disturb Contaminated Soil or Contaminated Groundwater, then:

i. an Independent Professional shall prepare or review the work plan;

ii. Grantor shall obtain Grantee's written approval of the work plan before commencing the proposed activity or use;

1
2
3 iii. the work plan shall be submitted no less than sixty (60) days
4 prior to initiation of the activity or use;

5 iv. the work plan shall include the following items:

6
7 a. a description of the proposed activity or use as it pertains
8 to the Remedy, including without limitation any disturbance of the
9 Cover;

10
11 b. a schedule for the performance of the activity or use,
12 including without limitation a schedule of times and duration for
13 any open excavation;

14
15 c. a map and, if necessary, a surveyed plan showing the
16 location of the proposed activity or use, which Grantee may also
17 require at its sole discretion;

18
19 d. the names, addresses and telephone numbers of
20 Grantor's primary contacts for the proposed activity or use,
21 including without limitation Grantor, its lessees or other parties
22 responsible for submitting the work plan, its or their contractors
23 and consultants, and the Independent Professional engaged to
24 prepare or review the work plan;

25
26 e. a Health and Safety Plan, prepared in accordance with
27 the requirements of Paragraph 13 ("Health and Safety Plan") of
28 this appendix;

29
30 f. estimates of the volume of soils, sediments, surface
31 water, and/or groundwater that will be excavated, stored, contained
32 and/or disposed of;

33
34 g. an estimate of the total cost of performing the proposed
35 work plan, including all construction (e.g., labor and materials) and
36 related transactional costs (including, but not limited to, planning,
37 engineering design, inspection, and documentation costs); and

38
39 h. a financial assurance, if required by Paragraph 6
40 ("Financial Assurance Requirement") of this appendix, as provided
41 therein;

42
43 v. the work plan shall satisfy the following requirements:

44
45 a. the requirements of Paragraph 14 ("Materials
46 Management and Sampling Protocol") of this appendix; and

b. the requirements of Paragraph 15 ("Cover and Clean Corridors Protocol") of this appendix; and

vi. the Independent Professional shall provide a written opinion that the work plan complies with the requirements of Paragraph 13 ("Health and Safety Plan"), Paragraph 14 ("Materials Management and Sampling Protocol") and Paragraph 15 ("Cover and Clean Corridors Protocol") of this appendix, and any applicable requirements of the Grant.

9. Work Plan Requirements for Class A Land and Class B Land. For any activity or use which is prohibited, unless conducted in strict compliance with the Work Protocols, to be performed in whole or in part within Class A Land and/or Class B Land:

A. an Independent Professional shall prepare or review the work plan;

B. the work plan shall be submitted no less than thirty (30) days prior to initiation of the activity or use;

C. the work plan shall include the following items:

i. a description of the proposed activity or use;

ii. a schedule for the performance of the activity or use;

iii. a map and/or, upon the request of Grantee, a surveyed plan showing the location of the proposed activity or use;

iv. the names, addresses and telephone numbers of Grantor's primary contacts for the proposed activity or use, including without limitation Grantor, its lessees or other parties responsible for submitting the work plan, its or their contractors and consultants, and the Independent Professional engaged to prepare or review the work plan; and

v. a Health and Safety Plan, prepared in accordance with the requirements of Paragraph 13 ("Health and Safety Plan") of this appendix, unless the activity or use is to be performed wholly within Class A Land, in which case if it can be demonstrated to the satisfaction of the Grantee that Contaminated Groundwater is not present in or near the area of all proposed intrusive work, then such a health and safety plan shall not be required;

D. the work plan shall satisfy the following requirements:

1 i. the applicable requirements of Paragraph 14 ("Materials
2 Management and Sampling Protocol") of this appendix; and
3

4 ii. a financial assurance, if required by Paragraph 6 ("Financial
5 Assurance Requirement") of this appendix, as provided therein;
6

7 E. the Independent Professional shall provide a written opinion that the
8 work plan complies with the requirements of Paragraph 13 ("Health and Safety
9 Plan"), the applicable requirements of Paragraph 14 ("Materials Management and
10 Sampling Protocol") and any applicable requirements of the Grant; and
11

12 F. in the event that Grantor or any other party performing an activity or
13 use pursuant to subparagraphs 9.A. through 9.E. of this appendix, above,
14 discovers Contaminated Soil during the performance of such activity or use, then
15 Grantor or such other party shall:
16

17 i. if the work plan was prepared for activity or use solely within
18 Class A Land, immediately cease work in the area where the
19 Contaminated Soil was discovered, until a revised work plan is approved,
20 as set forth below, and secure the area in order to prevent the release of, or
21 exposure to, such material, or any run-on or run-off, and otherwise
22 comply with the requirements of section ii. ("Temporary On-Site
23 Storage") of subparagraph 14.A. ("Management of Soils and Sediments");
24

25 ii. immediately orally notify Grantee of such discovery, and no
26 later than seven (7) days after the date of such event submit written
27 notification thereof to Grantee, with a copy to Settlers;
28

29 iii. submit a revised work plan in accordance with the
30 requirements of subparagraph 8.C ("Activity or Use within Contaminated
31 Media"), as applicable, no later than thirty (30) days after the date of such
32 discovery, containing a proposal either:
33

34 a. to reclassify the land to Class C Land or Class D Land,
35 requiring a new Cover over the Contaminated Soil, in which case
36 the revised work plan shall demonstrate that the applicable
37 requirements of Paragraph 15 ("Cover and Clean Corridors
38 Protocol") of this appendix are satisfied; or
39

40 b. to excavate and dispose of the Contaminated Soil, in
41 which case the revised work plan shall demonstrate that the
42 applicable requirements of Paragraph 14 ("Materials Management
43 and Sampling Protocol") of this appendix are satisfied;
44

45 iv. promptly submit, along with the revised work plan, the written
46 opinion of an Independent Professional that the revised work plan

1 complies with the requirements of subparagraph 9.F.iii., above, and any
2 applicable requirements of the Grant;

3
4 v. obtain Grantee's written approval of the revised work plan prior
5 to the commencement of the activity or use set forth in the revised work
6 plan; and

7
8 vi. promptly perform the approved revised work plan.
9

10
11 SECTION III. COMPLETION REPORT REQUIREMENTS.
12

13 10. Completion Report Requirements for Class C Land and Class D Land. After
14 completion of any activity or use conducted in whole or in part within Class C Land or
15 Class D Land requiring submission of a work plan, including without limitation any
16 activity or use conducted pursuant to Paragraph 7 ("Establishment of Standard Work
17 Plans") of this appendix, or subparagraph 4.D ("Remedy Failure: Preliminary Action,
18 Notification and Repair") or Paragraph 5 ("Emergency Excavation") of the Grant:
19

20 A. If the activity or use disturbed the Cover without fully penetrating
21 through to the Contaminated Soil or Contaminated Groundwater below, then:
22

23 i. the completion report shall be submitted in writing, no more
24 than thirty (30) days following completion of all work pursuant to the
25 work plan;
26

27 ii. the completion report shall be prepared or reviewed by a
28 Qualified Professional, and shall include his or her opinion that the
29 activity or use has been performed in compliance with the work plan, as
30 approved, including sufficient supporting information; and
31

32 iii. if, as a result of the activity or use, a Permanent Cover
33 Modification is implemented, then Grantor shall also:
34

35 a. obtain Grantee's written approval of the revised As Built
36 Records, including fully and adequately addressing any comments
37 or concerns that Grantee may identify in connection with its review
38 prior to issuing such approval, and no later than thirty (30) days
39 after Grantee issues such approval, Grantor shall submit two (2)
40 copies of the revised As Built Records, as approved, to EPA for
41 retention in the Document Repository; and
42

43 b. if such Permanent Cover Modification results in or
44 requires, as Grantee, in its sole discretion, may determine, a change
45 in the areal extent of the boundaries of any of the Restricted Areas,
46 the Engineered Cover and/or the Equivalent Cover as shown on the

1 Plan of Restricted Areas, then Grantor shall also comply with the
2 requirements of Appendix VI ("Amendment Protocol") of the
3 Grant;
4

5 B. If the activity or use fully penetrated the Cover through to the
6 Contaminated Soil or Contaminated Groundwater below, or resulted in a
7 Permanent Cover Modification and/or new or replacement Cover, then:
8

9 i. the completion report shall be submitted in writing, no more
10 than sixty (60) days following completion of all work pursuant to the work
11 plan;
12

13 ii. the completion report shall demonstrate compliance with the
14 work plan and Section IV ("Technical Requirements") of this appendix,
15 and shall include without limitation sufficient supporting information such
16 as sampling results, disposal information, if applicable, and any
17 Independent Professional opinion(s) required by Section IV ("Technical
18 Requirements") of this appendix;
19

20 iii. the completion report shall be prepared or reviewed by an
21 Independent Professional, and shall include his or her opinion that the
22 activity or use has been performed in compliance with the work plan, as
23 approved; and
24

25 iv. if, as a result of the activity or use, a Permanent Cover
26 Modification and/or new Cover is implemented, then the completion
27 report shall also include an Independent Professional's opinion in
28 accordance with subparagraph 15.C.vi. of this appendix, and Grantor shall
29 also:
30

31 a. obtain Grantee's written approval of the revised As Built
32 Records, including fully and adequately addressing any comments
33 or concerns that Grantee may identify in connection with its review
34 prior to issuing such approval, and no later than thirty (30) days
35 after Grantee issues such approval, Grantor shall submit two (2)
36 copies of the revised As Built Records, as approved, to EPA for
37 retention in the Document Repository; and
38

39 b. if such Permanent Cover Modification results in or
40 requires, as Grantee, in its sole discretion, may determine, a change
41 in the areal extent of the boundaries of any of the Restricted Areas,
42 the Engineered Cover and/or the Equivalent Cover as shown on the
43 Plan of Restricted Areas, then Grantor shall also comply with the
44 requirements of Appendix VI ("Amendment Protocol") to the
45 Grant.
46

11. Completion Report Requirements for Class A Land and Class B Land.

A. Except as provided in subparagraph 11.B., of this appendix, after completion of any restricted activity or use conducted in whole or in part within Class A Land or Class B Land, including without limitation any activity or use conducted pursuant to Paragraph 7 ("Establishment of Standard Work Plans") of this appendix or Paragraph 5 ("Emergency Excavation") of the Grant:

i. the completion report shall be submitted in writing no more than thirty (30) days following completion of all work pursuant to the work plan;

ii. the completion report shall demonstrate compliance with the work plan and Section IV ("Technical Requirements") of this appendix, and shall include without limitation sufficient supporting information such as sampling results, disposal information, if applicable, and any other Independent Professional opinion(s) required by Section IV ("Technical Requirements") of this appendix;

iii. the completion report shall be prepared or reviewed by an Independent Professional, and shall include his or her opinion that the activity or use has been performed in compliance with the work plan, as approved; and

iv. if, as a result of the activity or use, an existing Clean Corridor is permanently modified or a new Clean Corridor is established, then Grantor shall also:

a. obtain Grantee's written approval of the revised As Built Records, including fully and adequately addressing any comments or concerns that Grantee may identify in connection with its review prior to issuing such approval, and no later than thirty (30) days after Grantee issues such approval, Grantor shall submit two (2) copies of the revised As Built Records, as approved, to EPA for retention in the Document Repository; and

b. if such permanent modification to an existing Clean Corridor results in or requires, as Grantee, in its sole discretion, may determine, a change in the areal extent of the boundaries of the Clean Corridor as shown on the Plan of Restricted Areas, and/or if Grantor establishes any new Clean Corridors, then Grantor shall also comply with the requirements of Appendix VI ("Amendment Protocol") to the Grant.

B. If, during the performance of any restricted activity or use pursuant to Paragraph 9 of this appendix, Grantor elects to reclassify a portion of land to

1 Class C Land or Class D Land and constructs new Cover over the Contaminated
2 Soil pursuant to subparagraph 9.F. of this appendix, then for any activity or use
3 conducted in that area of the Property, in lieu of complying with the requirements
4 of subparagraph 11.A. of this appendix, Grantor shall comply with the completion
5 report requirements for Class C Land and Class D Land applicable to new Cover,
6 set forth in subparagraph 10.B. of this appendix.

7
8
9 SECTION IV. TECHNICAL REQUIREMENTS

10
11 12. Reference Information. Technical documents at the Document Repository
12 and other documents or information pertaining to the Site may be reviewed as reference
13 material for satisfying the requirements of this Section IV ("Technical Requirements").
14 For Class C Land and Class D Land, original As Built Records and/or other plans are
15 contained in the Cover Certification Report.

16
17 13. Health and Safety Plan. The Health and Safety Plan (the "HSP") shall be
18 prepared in accordance with the requirements in 29 CFR §1910.120, as amended, and/or
19 any and all similar and relevant laws, rules, or regulations then existing. The HSP shall
20 be approved by a Certified Industrial Hygienist ("CIH"). The plan shall include, but not
21 be limited to, the following items:

22
23 A. Contaminant Information. Information on the nature, extent and
24 concentrations of Contaminated Soil, Contaminated Groundwater and other
25 Hazardous Substances, if any, which are anticipated to be present in the media
26 that will be impacted by the activity or use proposed in the work plan;

27
28 B. Description of Tasks. A description of tasks which may involve
29 exposure to Contaminated Soil, Contaminated Groundwater and other Hazardous
30 Substances;

31
32 C. Safety Precautions. A description of anticipated actions to protect the
33 health, safety, and welfare of workers and the general public during the
34 performance of the activity or use proposed in the work plan. Actions may
35 include, but would not necessarily be limited to, air monitoring, dust control, odor
36 control, and erosion and sedimentation control measures. Such measures should
37 be employed when the Independent Professional and/or the Safety Officer
38 designated in the HSP determines through site-specific research, visual or
39 olfactory observations and/or monitoring that they are necessary. Intrusive
40 activities into groundwater in any class of land may cause exposure to volatile
41 organic compounds and/or elevated metal levels (particularly arsenic).
42 Monitoring of volatile organic compounds and appropriate direct contact
43 protection measures should be conducted for such activities. For intrusive
44 activities performed in Class B Land, Class C Land, and Class D Land, whether
45 into groundwater or only soils, an action level for total particulates should be
46 established to trigger immediate dust suppression measures and the upgrade of the

level of protection as necessary. In addition, such activities may cause the release of hydrogen sulfide and other odorous gases from Contaminated Soils. An action level should also be established for such odorous gases. A supply of odor control materials (e.g., clean fill and/or odor suppressant foam) should be readily available for use in the area where the intrusive activities are conducted;

D. Physical and Biological Hazards. Discussion of all relevant potential physical and biological hazards;

E. Informing Workers. A requirement that all persons engaged in the work read and acknowledge the provisions of the HSP, and document compliance with said provisions; and

F. Worker Training. A requirement that all persons engaged in the work have received appropriate and current training in matters of Health and Safety in accordance with 29 CFR §1910.120, as amended, and/or any and all similar and relevant laws, rules, or regulations then existing.

14. Materials Management and Sampling Protocol.

A. Management of Soils and Sediments. For Class B Land, Class C Land and Class D Land, the following management requirements shall apply to soils and sediments, associated materials and personal protective equipment:

i. General. Excavated soils and sediments generated while performing work at the Property shall be stored, sampled and analyzed by an Independent Professional prior to disposal. All soil, sediments and associated materials and personal protective equipment, shall be managed and disposed of in accordance with the opinion of an Independent Professional and in compliance with all applicable federal, state and local laws, regulations and ordinances;

ii. Temporary On-Site Storage. Excavated soils and sediments stored on the Property shall be covered with and stored on impermeable material to contain the excavate and prevent precipitation infiltration. The excavation and the excavate shall be bermed around its perimeter to collect precipitation run-off and prevent run-on. Saturated soils requiring dewatering shall be dewatered and water from such dewatering shall be collected and managed in accordance with subparagraph 14.B. The excavation and the excavate shall be designed and marked appropriately to prevent unauthorized access. Soils and sediments excavated, collected, used, and subsequently placed and/or stored on Site shall be sampled and properly disposed of within ninety (90) days from the date such on-site storage is commenced;

1 iii. Soil brought onto, or moved from within, the Property. Soil
2 brought on to, or moved from within, the Property to be used as Cover or
3 within Clean Corridors shall first be sampled and analyzed to show that it
4 is below the applicable MCP Reportable Concentration standards;

5
6 iv. Due Care. Care shall be taken to avoid mixing Contaminated
7 Soil with clean fill; and

8
9 v. Disposal Alternatives. Subject to the requirements of
10 subparagraph 14.A.i, disposal alternatives for soils and sediments include,
11 but are not limited to, the following options:

12
13 a. Sampled Soils and Sediments which are Contaminated
14 Soils. Any soils and sediments which are determined to contain
15 Contaminated Soils after sampling and analysis:

16
17 (i) may be disposed of at a permitted off-site
18 facility, compliant with 40 C.F.R. § 300.440, following
19 fifteen (15) days' advance, written notice to Grantee and
20 EPA; or

21
22 (ii) may be placed below the Cover anywhere
23 within the Site with the permission of the owner of the
24 property where such placement will occur and subject to
25 and in accordance with the requirements of the grant of
26 environmental restriction and easement applicable to that
27 property, provided that the Independent Professional's
28 opinion includes a determination that such placement will
29 not degrade the receiving area by introducing new
30 contaminants;

31
32 b. Unsampled Soils and Sediments. Unsampled, excavated
33 soils and sediments may be placed back into the excavation from
34 which they were originally removed, below the Cover, if any, and
35 within the same Class of Land. Alternatively, unsampled,
36 excavated soils may be placed below the Cover, if any, within the
37 same Class of Land, elsewhere on the Property, subject to the
38 Work Protocols applicable to Class B Land, Class C Land and/or
39 Class D Land, as the case may be.

40
41 B. Management of Groundwater and Water from Dewatering. For all
42 Restricted Areas, the following management requirements shall apply to
43 groundwater, water from dewatering activities, associated materials, and personal
44 protective equipment:
45

i. General. Groundwater and water from dewatering activities generated while performing work at the Property shall be contained, sampled and analyzed by an Independent Professional prior to disposal. Such water, associated materials and personal protective equipment shall be managed, treated as necessary, and disposed of in accordance with the opinion of an Independent Professional and in compliance with all applicable federal, state and local laws, regulations and ordinances;

ii. Temporary On-Site Storage. Groundwater, water from dewatering activities, and other contaminated materials (e.g., personal protective equipment) extracted, pumped, excavated, collected, and subsequently placed and/or stored on the Property shall be properly disposed of within ninety (90) days from the date such on-site storage is commenced.

C. Sampling. For all Restricted Areas, the following sampling requirements shall apply:

i. General. Sampling of all relevant media (e.g., soil, sediment, groundwater, surface water and other materials) shall be sufficient to assure adequate characterization for the end use of the materials (including any discharge or disposal) in accordance with State and federal law and this Section IV ("Technical Requirements"), and as required by an Independent Professional;

ii. Confirmatory Sampling. The work plan shall specify sampling details and identify sampling locations. For purposes of reclassification or after removal of Contaminated Soil, sampling shall include, at a minimum, the bottom and all four sides of an excavation and/or sufficient coverage of the subject area, as required by the Independent Professional.

15. Cover and Clean Corridors Protocol.

A. Excavation. In the excavation of Cover and Clean Corridors, the following protocol shall apply:

i. Soil, Geotextile and/or Geomembrane Cover.

a. Unless the approved work plan provides otherwise, digging within twelve (12) inches of the geotextile fabric or geomembrane material of the Cover shall be done with care by hand to locate and avoid damage or penetration of the geotextile/geomembrane material, and to prevent mixing soil from above the geotextile/geomembrane material with Contaminated Soil from below; and

b. Unless the approved work plan provides otherwise, soil from above the geotextile fabric or geomembrane material shall be removed and segregated prior to cutting the geotextile/geomembrane material so that mixing of such soil and Contaminated Soil from below does not occur;

ii. Asphalt or Concrete Cover. Broken asphalt or concrete Cover may be reused below the Cover in accordance with all applicable federal, State, and local regulations, policies and guidelines. No asphalt or concrete Equivalent Cover shall be disposed of off the Property, unless the work plan includes a plan for the prior decontamination of the asphalt or concrete, or other alternative procedures;

iii. Inspections. Grantor shall fully cooperate with Grantee and its representatives seeking to inspect the work; and

iv. Supervision of Work. Grantor shall retain an Independent Professional to supervise the excavation, if an Independent Professional developed or reviewed the work plan. Grantor shall retain a Qualified Professional to supervise the excavation, if a Qualified Professional developed or reviewed the work plan.

B. Design.

i. Replacement Cover and Clean Corridors. For the replacement of Cover and/or Clean Corridors, engineering plans and specifications of the work, stamped by a Professional Engineer (P.E., Civil), shall be submitted with the work plan. Such plans shall illustrate that, after the work, the structure and type of original Cover or Clean Corridor will be reproduced in accordance with the Cover Certification Report, as amended.

ii. Permanent Cover Modification and New Cover. For the design of a Permanent Cover Modification and/or new Cover, the following protocols shall apply:

a. Design Drawings. New or revised design drawings, stamped by a Professional Engineer (P.E., Civil), shall be submitted with the work plan;

b. Equivalent Protection. The new or revised design of the Cover shall provide protection of human health and the environment, equivalent to or greater than that provided by similar types of Cover included as a part of the original 100% Remedial Design for the Site prepared by Golder and distributed for bidding

1 in April 1992, a copy of which is on file in the Document
2 Repository; and
3

4 c. Design Criteria. The new or revised Cover design shall
5 address the following design criteria:
6

7 (i) containment and isolation of Contaminated Soil
8 to prevent contact by human receptors;
9

10 (ii) prevention of erosion by water, wind or use of
11 the Property;
12

13 (iii) adequate resistance to frost action/heaving;
14

15 (iv) prevention of settlement or subsidence;
16

17 (v) management of surface water during and after
18 construction, including provisions to withstand the effects
19 of 25-year return period storms;
20

21 (vi) ability to withstand customary and expected
22 activities and uses;
23

24 (vii) long-term protectiveness; and
25

26 (viii) location-specific requirements of all
27 applicable federal, state and local laws, regulations and
28 ordinances.
29

30 iii. Permanent Modifications to Existing Clean Corridors and New
31 Clean Corridors. For the design of permanent modifications to existing
32 Clean Corridors and new Clean Corridors, design drawings, stamped by a
33 Professional Engineer (P.E., Civil), shall be submitted with the work plan.
34

35 C. Construction. In the construction of replacement and new Cover and
36 Clean Corridors, and Permanent Cover Modifications and permanent
37 modifications to existing Clean Corridors, unless the approved work plan
38 provides otherwise, the following protocol shall apply:
39

40 i. Patching Geotextile or Geomembrane. A patch of replacement
41 or added geotextile or geomembrane layer of the Cover or Clean Corridor
42 shall be done in accordance with the original Site, or most recent
43 applicable, design specifications, and in accordance with the following
44 requirements:
45

1 a. a patch of replacement or added geotextile shall be sewn
2 to the existing geotextile with a continuous seam if installed on a
3 slope or, if it is not installed on a slope, the patch may be sewn as
4 described above or placed with each edge overlapping the original
5 Cover or Clean Corridor geotextile by a minimum of three (3) feet;
6 and

7
8 b. a patch of replacement or added geomembrane shall be
9 bonded to existing geomembrane in a manner that will provide
10 equivalent strength and durability to that of the original design;

11
12 ii. Transitions and Tie-Ins. Transitions within the Cover (i.e.,
13 where one type of Cover abuts a different type of Cover, or land without a
14 Cover) and tie-ins for the Clean Corridors shall be constructed in
15 accordance with the original Site or most recent applicable design
16 specifications;

17
18 iii. Inspections. Grantor shall fully cooperate with Grantee and its
19 representatives seeking to inspect the work;

20
21 iv. Supervision. If the work will fully penetrate through the Cover
22 or Clean Corridor to the Contaminated Soil or Contaminated Groundwater
23 below, then Grantor shall retain an Independent Professional to supervise
24 the construction and ensure compliance with the engineering plans and
25 specifications. Otherwise, Grantor may retain a Qualified Professional to
26 supervise the construction and ensure compliance with the engineering
27 plans and specifications;

28
29 v. Surveying During Construction. As necessary, Grantor shall
30 retain a Massachusetts registered land surveyor to horizontally and
31 vertically locate all aspects of the new Cover, replacement Cover and new
32 Clean Corridors as they are being constructed, including but not limited to,
33 the location of geotextile, geomembrane, clean fill, final ground elevation
34 and all structures associated with the Cover or Clean Corridor design; and
35

36 vi. As Built Records. For the completion report, Grantor shall
37 produce new or revised As Built Records for new Cover, new Clean
38 Corridors, Permanent Cover Modifications, and permanent modifications
39 to Clean Corridors, as applicable. The As Built Records shall be stamped
40 by a Professional Engineer (P.E., Civil). For new Cover and Permanent
41 Cover Modifications, the Independent Professional shall also provide a
42 written opinion that the As Built Records continue to support his or her
43 original opinion on the protection of human health and the environment.
44 The As Built Records shall be of the same or equivalent quality and detail
45 as the original As Built Records for the Property, if any, and shall include
46 without limitation the survey by the Massachusetts registered land

- 1 surveyor, locating the horizontal and vertical extent of the Cover or Clean
- 2 Corridor, required in subparagraph 15.C.v, above.

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APPENDIX V -- Cover Inspection Plan

1. Title. This appendix, which shall be referred to as the "Cover Inspection Plan," is an attachment to an instrument entitled "Industri-Plex Site Institutional Controls" (also referred to as the "Institutional Controls," "Grant of Environmental Restriction and Easement" or "Grant"), dated December 30, 2010, and recorded and/or registered in the Middlesex South Registry of Deeds/Land Registration Office.

2. Definitions. Unless otherwise defined herein, the terms used in the Cover Inspection Plan shall have the meanings set forth in Paragraph 1 ("Definitions") of the Grant.

3. Applicability. In accordance with subparagraph 4.A.iii of the Grant, Grantor shall comply with the provisions of this appendix when performing an inspection of the Cover or preparing a Cover inspection report.

4. Purpose. In order to ensure that Grantor adequately fulfills its obligations to perform periodic Cover inspections and submit Cover inspection reports, this appendix sets forth minimum Cover inspection and Cover inspection report requirements.

5. Consideration of Potential Disturbance to the Cover. Grantor should consider potential disturbances to the Cover which may reasonably be anticipated to occur, including, without limitation:

A. insufficient vegetation resulting in erosion of the Cover by storm water runoff and/or wind; woody growth whose roots could penetrate the Cover;

B. animal burrows;

C. cracks or fissures of the Cover resulting from excessive differential settlement; potholes and other structural damage to the Cover; and

D. disturbances or damage to the Cover by personnel and/or equipment; and damage to the permanent surveyed monuments, or any security fences.

6. Minimum Cover Inspection Requirements. Each Cover inspection shall at a minimum include a Site walkover and the establishment of a visual record of the inspection by means of video and/or photographs. Special attention should be given to each of the following:

A. Cover Integrity. The integrity of the Cover and documentation of wash-outs, erosion gullies, damage or deterioration and other breaks (such as cracks, potholes and ruts) in the Cover affecting its ability to prevent direct contact with underlying Contaminated Soils;

B. Subsidence. Any subsidence which may occur as a result of differential settlement shall be recorded, especially as may affect the integrity of the geotextile fabric;

C. Vegetation. Vegetation shall be monitored for (i) bare areas and/or areas without sufficient growth to prevent wind and/or water erosion, which shall be noted for replacement; (ii) any woody growth, which shall be noted for removal before the roots can penetrate the geotextile fabric; and (iii) any undesirable wetland vegetation (e.g., phragmites, purple loosestrife, etc.), which shall be noted for removal;

D. Drainage Structures. The Cover associated with drainage areas and structures shall be inspected for any damage which interferes with the original design and performance of the structure, or the structure's ability to serve as a Cover. The inspection shall note any blockages which could impede or change the course of flow and cause erosion. Culverts shall be noted for cleaning out as appropriate to prevent flooding of upstream areas. The stormwater storage areas shall be checked for erosion, clogging, and accumulation of sediment; and

E. Survey Monuments. The permanent surveyed monuments delineating the boundaries of the Restricted Areas and the Property, and the security fences, shall be inspected for possible damage; any such damage shall be noted for repair or replacement.

7. Inspection Conditions. Inspections of the Cover shall be performed when snow and ice are not covering the ground and no more than three (3) days after mowing of the Cover vegetation, if inspected during the summer months.

8. Documentation and Reporting.

A. The written inspection report shall include a visual record of the inspection by means of videos and/or photographs with date stamp(s). Any required repair and/or maintenance work shall be assessed and noted in the inspection report for performance in accordance with the Normal Maintenance provisions and Remedy Failure provisions (including the Work Protocols) of the Institutional Controls, as appropriate. Written records of any interviews held with parties involved at the Property, particularly with its operation and maintenance, shall be included in the inspection report.

B. Grantor shall maintain copies of the inspection reports it submits at the Property.

APPENDIX VI – Amendment Protocol

SECTION I. GENERAL

1. **Title.** This appendix, which shall be referred to as the “Amendment Protocol,” is attached to an instrument entitled “Grant of Environmental Restriction and Easement” (“GERE”), dated December 30, 2010, and incorporated therein by reference.
2. **Definitions.** Unless otherwise defined herein, the terms used in this Amendment Protocol shall have the meanings set forth in Paragraph 1 (“Definitions”) of the GERE.
3. **Applicability.** Whenever the GERE, including without limitation the Work Protocols (attached as Appendix IV (“Work Protocols”) to the GERE require compliance with the Amendment Protocol, Grantor shall comply with the terms and provisions of this appendix.
4. **Submissions.** All submissions made pursuant to this Amendment Protocol shall be made in accordance with the requirements of Paragraph 23 (“Notices; Changes of Address”) of the GERE.

SECTION II. REQUIREMENTS

5. **Proposed Amendment.** Grantor shall prepare, sign and submit a written request for Grantee to review and approve the proposed amendment to the GERE, with a copy to other Settlers, which shall include the following information and documentation:
 - A. Grantor’s name, address and telephone number, the address of the affected property, and a brief description of the proposed amendment and the reason for the proposal;
 - B. the proposed amendment, in recordable form satisfactory to Grantee, which shall amend the Grant, as appropriate, so as to incorporate any proposed modification, including without limitation:
 - i. a change in the classes of land included in the Restricted Areas;
 - ii. a revision to the Plan of Restricted Areas resulting from a change to the areal extent of the boundaries of existing Cover or existing Clean Corridors, the establishment of new Cover or new Clean Corridors, and any change to the boundaries of the Restricted Areas; and

iii. any other permanent change to the GERE which may be proposed by Grantor pursuant to subparagraph 15.B. of the GERE;

C. proposed revised appendices to the GERE and related plans and documentation, which shall at a minimum provide for:

i. appropriate revisions to the legal description of the Restricted Areas attached as Appendix III ("Legal Description of the Restricted Areas") of the GERE, if applicable;

ii. appropriate revisions to the Plan of Restricted Areas;

iii. proper and customary evidence of Grantor's authority to execute the proposed amendment and related documentation;

iv. a proposed, updated Certification of Title which shall update the Certification of Title previously provided to Grantee in connection with the establishment of the GERE, and shall be prepared in accordance with the title requirements set forth in the Inauguration Plan (a copy of which may be found in the Document Repository) and/or GERE or any otherwise relevant title requirements;

v. subordination agreements in recordable form satisfactory to Grantee, using the form contained in Appendix VII ("Subordination Agreement Form") of the GERE, obtained from any and all holders of interests in the Property recorded and/or registered prior to the date of recording or registering of the proposed amendment, unless waived by Grantee, in its sole discretion, for those interests which Grantor establishes, to Grantee's satisfaction, do not affect the interests to be created under or modified by the proposed amendment; and

vi. any other customary or appropriate documentation necessary for Grantee to approve the proposed amendment, as Grantee, in its sole discretion, may determine.

D. Grantee, upon request or its own initiative, and in Grantee's sole discretion, may waive in writing any of the documentation requirements that they may determine are not relevant to a particular proposed amendment, but any such waiver shall apply only to the particular proposed amendment, and all of the above documentation requirements shall apply to all other proposed amendments, unless expressly waived for such other proposed amendments, as well, on a case-by-case basis.

SECTION III. APPROVAL AND RECORDING

6. Approval. Following notification by Grantee that the proposed amendment, all attachments and all related documents are satisfactory, Grantor shall submit a fully executed amendment, along with all such attachments and any revised plans or other related documents in final form, for Grantee's written approval, including any necessary signature by Grantee on the amendment; and fully executed subordination agreements in accordance with subparagraph 5.C.vi., above, of this appendix.

7. Recording.

A. Following Grantee's return of the submission to Grantor with Grantee's written approval, Grantor shall update the title through the time of recording in order to determine whether there have been any new matters recorded and/or registered against the property since the date and time of the previous title rundown submitted to Grantee (as part of the Grantor's previous updated title insurance policy or title opinion submittal). If not, Grantor shall record and/or register the amendment, including all attachments, any subordination agreements, and any revised plans or other related documents, all in accordance with subparagraph 15.D. ("Recordation and/or Registration") of the GERE and, if applicable, shall incorporate the revisions to the As Built Records into the Cover Certification Report, as an amendment.

B. If there have been any new matters recorded and/or registered against the property since the date and time of the previous title rundown submitted to Grantee (as part of the Grantor's previous updated title insurance policy or title opinion submittal), then Grantor shall not record or register the amendment, attachments, subordination agreements, revised plans or other related documents but, instead, shall:

i. notify Grantee within seven (7) days of performing the title update that Grantor has identified new matters of record,

ii. within thirty (30) days of performing the title update shall submit a new written request to Grantee for approval to record the amendment, including all attachments, any subordination agreements, and any revised plans or other related documents. This request shall include:

a. a copy of the updated Certification of Title, identifying the new matters recorded and/or registered against the Property since the date of the previous title rundown, including explanatory language, satisfactory to MassDEP, taking into account any such new matters of record that are not required to be subordinated pursuant to subparagraph 7.B.ii.b, below, if any; and

b. any necessary fully executed subordination agreements as to any of those matters that may otherwise impair the rights held by the Grantee under the GERE, once it is amended.

iii. once Grantee approves Grantor's new request in writing, Grantor shall record and/or register record the amendment, including all attachments, any subordination agreements, and any revised plans or other related documents, in accordance with the provisions of this Paragraph 7.

8. Title Certification. Within thirty (30) days of the date of recording and/or registration, Grantor shall submit to Grantee a final Certification of Title updated through the time of recording.

9. Notice. Following recording and/or registration, Grantor shall provide copies of the amendment, including all attachments, any subordination agreements, and any revised plans or other related documentation to local officials in accordance with subparagraph 15.E. ("Notice to Local Officials") of the Grant.

10. Costs. Grantor shall be responsible for paying all recording fees and other costs associated with the proposed amendment.

APPENDIX VII – Subordination Agreement Form
(for amendments to the Grant of Environmental Restriction and Easement)

SUBORDINATION AGREEMENT

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
DEP Release Tracking Number: 3-0001731

_____, [insert name of holder of the record interest], of _____ (Town/City), _____ County, _____ (State), is the holder of a _____ granted by _____ to _____, dated _____, recorded with the Middlesex South District Registry of Deeds in Book _____, Page _____ and/or filed with the Land Registration Office for the Middlesex South Registry District as Document No. _____ (the “_____”) [insert abbreviated name of the record interest here, such as e.g. “(the “Willow Street Interceptor Sewer Easement”)”].

_____, [insert name of holder of the record interest] hereby assents to the [First] Amendment to the Grant of Environmental Restriction and Easement granted by _____ to the Massachusetts Department of Environmental Protection dated _____ and recorded with the Middlesex South Registry of Deeds in Book _____, Page _____, and/or filed with the Land Registration Office of the Middlesex South Registry District as Document No. _____ (“the [First] Amendment”), and agrees that the _____ [insert abbreviated name of the record interest] shall be subject to said [First] Amendment and to the rights created by and under said [First] Amendment insofar as the interests created under the _____ [insert abbreviated name of the record interest] affect the Property identified in the [First] Amendment and as if for all purposes said [First] Amendment had been executed, delivered and recorded prior to the execution, delivery and recordation and/or registration of the _____ [insert abbreviated name of the record interest].

_____, [insert name of holder of the record interest] hereby represent(s) and warrant(s) that [he/she/it/they] is [are] the current and true holder(s) of _____ [insert abbreviated name of the record interest], said record interest having been acquired from the prior holder of the _____ [insert abbreviated name of the record interest] noted on the above-referenced instrument of conveyance to _____ [insert name of holder of the record interest].

WITNESS the execution hereof under seal this ____ day of _____, 20 ____.

Holder

COMMONWEALTH OF MASSACHUSETTS

_____, SS

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

[seal]

[Note: if legal entity, subordination must be accompanied by resolutions and/or authorization evidencing authority of individual(s) to sign on behalf of entity; or, use corporate form signature block and acknowledgement, etc., as appropriate]

[The execution of this Subordination Agreement by a secured lender and/or a fiduciary (as defined in M.G.L. c. 21E, § 2) for the purpose of subordinating its lien to said [First] Amendment shall not render such secured lender or fiduciary an "owner" or "operator", provided such secured lender and/or fiduciary shall not otherwise be an "owner" or "operator" within the meaning of § 2.]

Upon recording, return to:

*Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 6th Floor
Boston, MA 02108*

Attention: Industri-Plex Superfund Site Project Manager

I HEREBY ATTEST AND CERTIFY ON 4/27/2011
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE
AND IN MY LEGAL CUSTODY.

WILLIAM E. SPILL
JURY RECORDS
LAND COURT

BY *William E. Spill*

Doc: 01543703

Southern Middlesex LAND COURT
Registry District

RECEIVED FOR REGISTRATION

On: Apr 08, 2011 at 02:20P

Document Fee 75.00

Receipt Total: \$600.00

NOTED ON: CERT 209396 BK 01177 PG 46

ALSO NOTED ON:



Bk: 1177 Pg: 48 Cert#: 209398
Doc: CERT 04/08/2011 02:20 PM

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RTC REALTY TRUST

TRUSTEES' CERTIFICATE

ACC
1481640

John Hemphill, as successor Trustee to Christopher Gordon, Trustee of the RTC Realty Trust ("RTC Realty Trust") a Massachusetts realty trust established under Declaration of Trust dated June 9, 1998, recorded with the Land Registration Office of the Middlesex South Registry District as Document No. 1068777, hereby certifies as follows:

1. The Trust is now in full force and effect and has not been amended or modified except as set forth above.


2. The undersigned is the duly appointed Trustee of the RTC Realty Trust, and has not resigned or been removed.

3. The undersigned has been and is duly authorized by written direction of the beneficiary of the Trust:

(a) to enter into the attached form of Subordination Agreement as relates to the easement granted to the RTC Realty Trust by Resources for Responsible Site Management, Inc., Trustee for the IndustriPlex Site Interim Custodial Trust (the "Custodial Trust") to property on 30 Atlantic Avenue in Woburn, Massachusetts; and

(b) to take such other actions to execute and deliver such other instruments and documents as may be necessary or appropriate to effect the foregoing authorization.

EXECUTED as an instrument under seal as of December 13th, 2010.


John Hemphill, Trustee as aforesaid
and not individually

209396

COMMONWEALTH OF MASSACHUSETTS

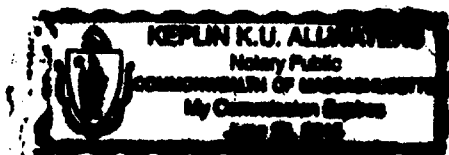
Suffolk, ss.

December 13th, 2010

Then personally appeared the above-named John Hemphill, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as Trustee, before me.

Keplin K. U. Allard
Notary Public

My Commission Expires: 6/25/2015



RTC REALTY TRUST

CERTIFICATE AND DIRECTION OF BENEFICIARIES

1. The undersigned hereby certify as follows:

(i) That the RTC Joint Venture is the sole Beneficiary of the RTC Realty Trust (the "Trust") established under a declaration of trust dated June 9, 1998, and recorded with the Land Registration Office of the Middlesex South Registry District (the "Land Registration Office") as Document Number 1068777;

(ii) That the undersigned Massachusetts Port Authority, Massachusetts Bay Transportation Authority and Massachusetts Department of Transportation are the sole partners of the RTC Joint Venture; and

(iii) That John Hemphill, as successor Trustee to Christopher Gordon, is the sole and current Trustee of the RTC Realty Trust

✓ 2. The Trustee is hereby directed by the beneficiaries of the Trust to enter into a Subordination Agreement with respect to certain premises situated at 30 Atlantic Avenue, Woburn, Middlesex County, Massachusetts ("Premises"), and in connection therewith to execute and deliver, on behalf of the Trust, any and all documents with respect to said transaction, including but not limited to a Subordination Agreement in substance similar to the form attached hereto, together with any other agreements, certificates, affidavits and other documents as may be necessary or desirable in effectuating said transaction.

3. The Massachusetts Port Authority, in its capacity as managing partner of the RTC Joint Venture, is empowered and authorized to execute this certificate and direction of beneficiary and all other documents on behalf of the RTC Joint Venture, so long as such action is not inconsistent with the Interagency Agreement dated as of May 1996.

EXECUTED as a sealed instrument this 28TH day of DECEMBER, 2010.

THE RTC JOINT VENTURE

By: Its Managing Partner
MASSACHUSETTS PORT AUTHORITY

Dated: 12/28/10

By: Michael A. Grieco
Michael A. Grieco
Assistant Secretary-Treasurer

209396

MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY

Dated: _____

By: _____
Mark Boyle
Assistant General Manager for Development

Approved as to Form:

Dated: _____

By: _____
William A. Mitchell, Jr.
General Counsel

MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION

Dated: _____

By: _____
[Name]
[Title]

Approved as to Form:

Dated: _____

By: _____
[Name]
General Counsel

MASSACHUSETTS PORT AUTHORITY

Dated: 12/28/10

By: Michael A. Grieco
Michael A. Grieco
Assistant Secretary-Treasurer

Approved as to Form:

Dated: 12/29/10

By: David S. Mackey
David S. Mackey
Chief Legal Counsel

MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY

Dated: _____

By: _____
Mark Boyle
Assistant General Manager for Development

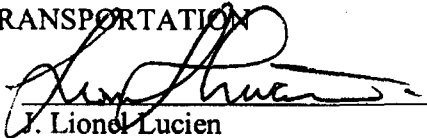
Approved as to Form:

Dated: _____

By: _____
William A. Mitchell, Jr.
General Counsel

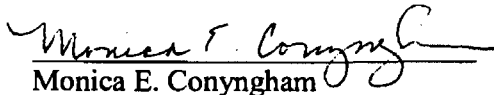
MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION

Dated: 12/30/10

By: 
J. Lionel Lucien
Manager, Public/Private Development Unit
Office of Transportation Planning

Approved as to Form:

Dated: 12/30/10

By: 
Monica E. Conyngham
General Counsel

MASSACHUSETTS PORT AUTHORITY

Dated: _____

By: _____
Michael A. Grieco
Assistant Secretary-Treasurer

Approved as to Form:

Dated: _____

By: _____
David S. Mackey
Chief Legal Counsel

RTC REALTY TRUST

CERTIFICATE AND DIRECTION OF BENEFICIARIES

1. The undersigned hereby certify as follows:

(i) That the RTC Joint Venture is the sole Beneficiary of the RTC Realty Trust (the "Trust") established under a declaration of trust dated June 9, 1998, and recorded with the Land Registration Office of the Middlesex South Registry District (the "Land Registration Office") as Document Number 1068777;

(ii) That the undersigned Massachusetts Port Authority, Massachusetts Bay Transportation Authority and Massachusetts Department of Transportation are the sole partners of the RTC Joint Venture; and

(iii) That John Hemphill, as successor Trustee to Christopher Gordon, is the sole and current Trustee of the RTC Realty Trust

2. The Trustee is hereby directed by the beneficiaries of the Trust to enter into a Subordination Agreement with respect to certain premises situated at 30 Atlantic Avenue, Woburn, Middlesex County, Massachusetts ("Premises"), and in connection therewith to execute and deliver, on behalf of the Trust, any and all documents with respect to said transaction, including but not limited to a Subordination Agreement in substance similar to the form attached hereto, together with any other agreements, certificates, affidavits and other documents as may be necessary or desirable in effectuating said transaction.

3. The Massachusetts Port Authority, in its capacity as managing partner of the RTC Joint Venture, is empowered and authorized to execute this certificate and direction of beneficiary and all other documents on behalf of the RTC Joint Venture, so long as such action is not inconsistent with the Interagency Agreement dated as of May 1996.

EXECUTED as a sealed instrument this _____ day of _____, 2010.

THE RTC JOINT VENTURE

By: Its Managing Partner
MASSACHUSETTS PORT AUTHORITY

Dated: _____

By: _____
Michael A. Grieco
Assistant Secretary-Treasurer

MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY

Dated: _____

By: _____


Richard A. Davey
General Manager and
Rail & Transit Administrator

Approved as to Form:

Dated: _____

By: _____


William A. Mitchell, Jr.
General Counsel

MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION

Dated: _____

By: _____

[Name]

[Title]

Approved as to Form:

Dated: _____

By: _____

[Name]
General Counsel

MASSACHUSETTS PORT AUTHORITY

Dated: _____

By: _____

Michael A. Grieco
Assistant Secretary-Treasurer

Approved as to Form:

Dated: _____

By: _____

David S. Mackey
Chief Legal Counsel

I HEREBY ATTEST AND CERTIFY ON 4/27/2011
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL IN FILE IN THE
AND IN MY LEGAL CUSTODY.

WILLIAM C. WILSON
ASSISTANT REGISTRAR
LAND COURT

BY *William C. Wilson*

Doc 01563704

Southern Middlesex LAND COURT
Registry District

RECEIVED FOR REGISTRATION

On: Apr 08, 2011 at 02:20P

Document Fee 75.00

Receipt Total: \$600.00

NOTED ON: CERT 209396 BK 01177 PG 46

ALSO NOTED ON:

Land
Reg
only

9

Industri-Plex Superfund Site
SUBORDINATION AGREEMENT

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
DEP Release Tracking Number: 3-0001731

Property Address: 30 Atlantic Avenue, Woburn, MA
Plan of Restricted Areas Lot IC-30

John Hemphill, as successor Trustee to Christopher Gordon, Trustee of RTC Realty Trust ("RTC Realty Trust"), a Massachusetts realty trust, under Declaration of Trust dated June 9, 1988, and filed with the Land Registration Office of the Middlesex South Registry District (the "Land Registration Office") as Document No. 1068777, c/o MassPort Authority, One Harborside Drive, Suite 200S., Suffolk County, East Boston, MA 02128, is the holder of (i) certain drainage easements granted by Resources for Responsible Site Management, Inc., Trustee for Industri-Plex Site Interim Custodial Trust (the "Custodial Trust"), under Declaration of Trust dated May 9, 1989, recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 19866, Page 190 and registered with the Land Registration Office as Document No. 800447, to the RTC Realty Trust by Quitclaim Deed dated June 9, 1998, and registered with the Land Registration Office as Document No. 1068778, and (ii) any rights or interests, if any, the RTC Realty Trust may have under or in connection with any easements affecting Lot 66 depicted on Land Court Plan No. 7312-1, said plan being approved by an Order in Land Court Case No. 7312-S-1998-05(C), dated May 26, 1998, and filed with the Land Registration Office as Document No. 1066982 (collectively, (i) and (ii) are hereafter referred to as, the "Easements"), RTC Realty Trust hereby assents to the Grant of Environmental Restriction and Easement granted by the Custodial Trust to the Massachusetts Department of Environmental Protection dated Dec. 30, 2010 and recorded with the Registry in Book 56714, Page 42, and/or registered with the Land Registration Office as Document No. 1563703 (the "GERE"), and agrees that the Easements shall be subject to said GERE and to the rights created by and under said GERE insofar as the interests created under the Easements affect the Property identified in the GERE and as if for all purposes said GERE had been executed, delivered and recorded prior to the execution, delivery and recordation and/or registration of the Easements.

The RTC Realty Trust hereby represents and warrants that it is the current and true holder of the Easement.

WITNESS the execution hereof under seal this 13 day of December, 2010.

John Hemphill
Holder
RTC REALTY TRUST
JOHN HEMPHILL, Trustee

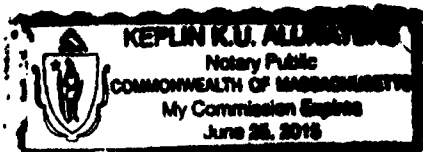


2011 01583705
Bk: 1177 Pg: 48 Cert#: 209398
Doc: SUB 04/08/2011 02:20 PM

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 13th day of December, 2010, before me, the undersigned notary public, personally appeared John Humphill (name of document signer), proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

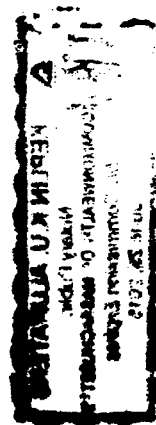


Notary Public: Keplin K. U. Allard
My Commission Expires: 6/25/2015
[seal]

[Note: If legal entity, subordination must be accompanied by resolutions and/or authorization evidencing authority of individual(s) to sign on behalf of entity; or, use corporate form signature block and acknowledgement, etc., as appropriate]

[The execution of this Subordination Agreement by a secured lender and/or a fiduciary (as defined in M.G.L. c. 21E, § 2) for the purpose of subordinating its lien to said GERE shall not render such secured lender or fiduciary an "owner" or "operator", provided such secured lender and/or fiduciary shall not otherwise be an "owner" or "operator" within the meaning of § 2.]

Upon recording, please return to:
Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 8th Floor
Boston, MA 02108
Attention: Industri-Plex Superfund Site Project Manager



4/27/2011
I HEREBY ATTEST AND CERTIFY ON
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL IN FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.
EUGENE C. SPILAW
JURY REGISTRATION
LAND COURT
BY *Eugene C. Spilaw*

Doc 01563705

Southern Middlesex LAND COURT
Registry District

RECEIVED FOR REGISTRATION

On: Apr 08, 2011 at 02:20P

Document Fee 75.00


Receipt Total: \$600.00

NOTED ON: CERT 209396 BK 01177 PG 46

ALSO NOTED ON:

SUBORDINATION AGREEMENT

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
DEP Release Tracking Number: 3-0001731


2011 01563703
Bk: 1177 Pg: 48 Cert#: 209398
Doc: SUB 04/08/2011 02:20 PM

Property Address: 30 Atlantic Avenue, Woburn, MA
Plan of Restricted Areas Lot IC-30

The TOWN OF READING, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, having a usual place of business at Town Hall, 16 Lowell Street, Reading, Middlesex County, Massachusetts, is the holder of a certain Order of Taking dated September 27, 1976, recorded with the Middlesex South District Registry of Deeds in Book 13078, Page 191, and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 549397 (the "Order of Taking").

The Town of Reading hereby assents to the Grant of Environmental Restriction and Easement granted by Resources for Responsible Site Management, Inc., Trustee of Industri-Plex Site Interim Custodial Trust under declaration of trust dated May 9, 1989, recorded with the Middlesex South District Registry of Deeds in Book 19866, Page 190 and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 800447, to the Massachusetts Department of Environmental Protection dated December 30, 2010 and recorded with the Middlesex South District Registry of Deeds in Book 56714, Page 42, and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 1563703 (the "GERE"), and agrees that the Order of Taking shall be subject to the GERE and to the rights created by and under the GERE insofar as the interests created under the Order of Taking affect the Property identified in the GERE and as if for all purposes the GERE had been executed, delivered and recorded and/or registered prior to the execution, delivery and recordation and/or registered of the Order of Taking.

The Town of Reading hereby represents and warrants that it is the current and true holder of the Order of Taking.

WITNESS the execution hereof under seal ^{As is} this 31st day of December 2010.

TOWN OF READING

By: Board of Selectmen

James E. Bonazoli
[James E. Bonazoli, Chair]

Camille W. Anthony
[Camille Anthony, Vice Chairman]

Richard W. Schubert
[Richard W. Schubert, Secretary]

Stephen Goldy
[Stephen Goldy]

Ben Tafoya
[Ben Tafoya]

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 14th day of December 2010, before me, the undersigned Notary Public, personally appeared the above-named JAMES BONAZOLI, CAMILLE ANTHONY, RICHARD SCHUBERT, BEN TAFOYA, STEPHEN GOLDY, proved to me by satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me unaffected by the document or transaction who knows the above signatory, or my own personal knowledge of the identity of the signatory to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, on behalf of the Town of Reading.

Paula J. Schena
Notary Public
Printed Name: PAULA J. SCHENA
My commission expires: November 1, 2013

[The execution of this Subordination Agreement by a secured lender and/or a fiduciary (as defined in M.G.L. c. 21E, § 2) for the purpose of subordinating its lien to said GERE shall not render such secured lender or fiduciary an "owner" or "operator", provided such secured lender and/or fiduciary shall not otherwise be an "owner" or "operator" within the meaning of §2.]

Upon recording, return to:

**Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 6th Floor
Boston, MA 02108
Attention: Industri-Plex Superfund Site Project Manager**

CERTIFICATE OF INCUMBENCY
OF THE
READING BOARD OF SELECTMEN

I, Laura Gemme, being the duly appointed Town Clerk for the Town of Reading, Massachusetts, do hereby certify that Stephen Goldy, Ben Tafoya, James E. Bonazoli, Camille W. Anthony and Richard W. Schubert, are the duly elected and incumbent members of the Reading Board of Selectmen.

I also certify that the authority granted by Article 19 of the November 10, 2008 Subsequent Town Meeting authorizing the Board of Selectmen to execute documents relative to the subordination remains valid, and has not been modified or withdrawn.

In witness whereof, I have hereunto set my name and seal of the Town of Reading, Massachusetts ^{As of} this ~~31st~~ ^{31st} day of December, 2010.



Laura Gemme, Town Clerk



Town of Reading
16 Lowell Street
Reading, MA 01867-2685

FAX: (781) 942-9070
Website: www.ci.reading.ma.us

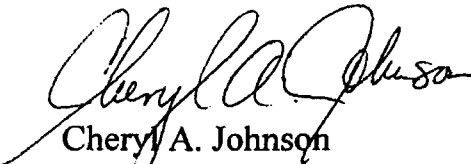
TOWN CLERK
(781) 942-9050

SUBSEQUENT TOWN MEETING
November 10, 2008

ARTICLE 19 – On motion by Ben Tafoya, member of the Board of Selectmen, it was voted to subordinate any and all of its rights and easements in the land taken by eminent domain as authorized by Article 29 of the May 6, 1976 Adjourned Annual Town Meeting and recorded on September 27, 1976 with the Middlesex South Registry of Deeds in Book 13078, Page 191 and with the Land Registration Office of said Deeds as Document no. 549397, shown on a plan of land entitled "Plan of Land in Woburn, Massachusetts, Showing Sewer Easements for Willow Street Interceptor for the Town of Reading, " Scale 1"=40', dated February 27, 1976, prepared by Dana F. Perkins & Sons, Inc., " sheets 1 through 4 inclusive, recorded in the Middlesex South Registry of Deeds in Plan Book 1976, Page 1171, to Grants of Environmental Restriction and Easement now or at any time hereafter granted by owners of land in the hazardous waste site known as the Industri-plex Federal Superfund Site in Woburn, including, without limitation, to a certain Grant of Environmental Restriction and Easement to be granted by Resources for Responsible Site Management, Inc., Trustee for the Industri-plex Site Interim Custodial Trust and recorded with the Middlesex South Registry of Deeds in Book 19866, Page 190 and filed with the Land Registration Office of said Deeds as Document No. 800447; and to authorize the Board of Selectmen to execute and deliver from time to time such documents as may be required for subordinations of such rights and easements.

2/3 vote required
Declared unanimous by Moderator

A true copy. Attest:


Cheryl A. Johnson
Town Clerk

ROTHWAYS

I HEREBY ATTEST AND CERTIFY ON 4/27/2011
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL IN FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.

EUGENE C. BULLARD
ASST. RECORDER
LAND COURT

BY *Eugene C. Bullard*

Doc 01563706

Southern Middlesex LAND COURT
Registry District

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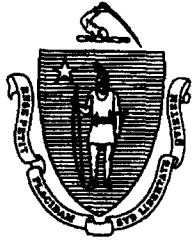
On: Apr 08, 2011 at 02:20P

Document Fee 75.00

Receipt Total: \$600.00

NOTED ON: CERT 209396 BK 01177 PG 46

ALSO NOTED ON:



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

December 22, 2010



2011 01563707
Bk: 1177 Pg: 48 Cert#: 209396
Doc: CERT 04/08/2011 02:20 PM

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

NEW MID A TERRACE TENJ LLC

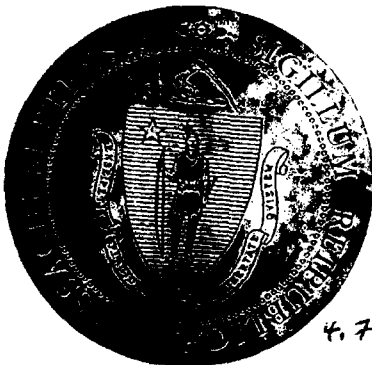
in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 19, 2009.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:
MICHAEL A. HOWLAND

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MICHAEL A. HOWLAND, ALFRED J. CAROLAN JR.**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MICHAEL A. HOWLAND**



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:jbm

4.7.11
RECEIVED FOR REGISTRATION

THE SECRET

Edith

CHIEF TITLE CLERK

As to date

NOTED ON:

I HEREBY ATTEST AND CERTIFY ON 4/27/2011
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL IN FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.

EUGENE C. BRUNE
ASST RECORDER
LAND COURT

BY *Eugene C. Brune*

Doc 01563707

Southern Middlesex LAND COURT
Registry District

RECEIVED FOR REGISTRATION

On: Apr 08, 2011 at 07:20P

Document Fee 75.00

Receipt Total: \$600.00

NOTED ON: CERT 209396 BK 01177 PG 46

ALSO NOTED ON:

Industri-Plex Superfund Site

SUBORDINATION AGREEMENT

Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
DEP Release Tracking Number: 3-0001731



2011 01583708
Bk: 1177 Pg: 46 Cert#: 208396
Doc: SUB 04/08/2011 02:20 PM

Property Address: 30 Atlantic Ave., Woburn, MA
Plan of Restricted Areas Lot IC-30

✓ New Mid A Terrace TenJ LLC, of Wilmington, Middlesex County, Massachusetts, is the holder of an easement over the Property for the purpose of draining surface water through a utility easement granted by Woburn Industrial Associates to Michael Howland, dated October 19, 1977, recorded with the Middlesex South District Registry of Deeds in Book 13323, Page 638 and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 563348 (the "Surface Drainage Easement").

✓ New Mid A Terrace TenJ LLC hereby assents to the Grant of Environmental Restriction and Easement granted by Resources for Responsible Site Management, Inc., Trustee of the Industri-Plex Site Interim Custodial Trust under declaration of trust dated May 9, 1989, recorded with the Middlesex South District Registry of Deeds in Book 19866, Page 190 and registered with the Land Registration Office of the Middlesex South Registry District as Document No. 80047 to the Massachusetts Department of Environmental Protection dated December 30, 2010, and recorded with the Middlesex South District Registry of Deeds in Book 56714, Page 42, and/or registered with the Land Registration Office of Middlesex South Registry District as Document No. 1563703 (the "GERE"), and agrees that the Surface Drainage Easement shall be subject to said GERE and to the rights created by and under said GERE insofar as the interests created under the Surface Drainage Easement affect the Property identified in the GERE and as if for all purposes said GERE had been executed, delivered and recorded and/or registered prior to the execution, delivery and recordation and/or registration of the Surface Drainage Easement.


New Mid A Terrace TenJ LLC hereby represents and warrants that it is the current and true holder of the Surface Drainage Easement, said record interest having been acquired from the prior holder of the Surface Drainage Easement noted on the above-referenced instrument of conveyance to Michael Howland. Said Surface Drainage Easement is also noted on the deed from Michael Howland to Mid A Terrace LLC recorded with the Middlesex South District Registry of Deeds in Book 30863, Page 537, and registered with the Land Registration Office of Middlesex South Registry District as Document No. 1123926 and also noted on the deed from Mid A Terrace LLC to New 10 Atlantic LLC recorded with the Middlesex South District Registry of Deeds in Book 49410, Page 104, and registered with the Land Registration Office of Middlesex South Registry District as Document No. 1442713 and also noted on the

209376

deed from New 10 Atlantic LLC to New Mid A Terrace TenJ LLC recorded with the Middlesex South District Registry of Deeds in Book 52470, Page 409, and registered with the Land Registration Office of Middlesex South Registry District as Document No. 1495826.

WITNESS the execution hereof under seal this ^{As of} 31 day of Dec., 2010.

cert

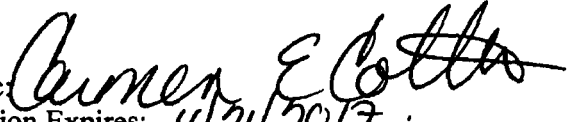

Michael A. Howland, Manager, New Mid A Terrace
TenJ LLC
Holder

Mass, ss

COMMONWEALTH OF MASSACHUSETTS

On this 28 day of December, 2010, before me, the undersigned notary public, personally appeared Michael A. Howland, Manager of New Mid A Terrace TenJ LLC, proved to me through satisfactory evidence of identification, which were ma D.C., to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: 4/21/2017
[seal]


Carmen E. Cotto

[The execution of this Subordination Agreement by a secured lender and/or a fiduciary (as defined in M.G.L. c. 21E, § 2) for the purpose of subordinating its lien to said GERE shall not render such secured lender or fiduciary an "owner" or "operator", provided such secured lender and/or fiduciary shall not otherwise be an "owner" or "operator" within the meaning of § 2.]

Upon recording, please return to:
Bureau of Waste Site Cleanup
Department of Environmental Protection
One Winter Street, 6th Floor
Boston, MA 02108
Attention: Industri-Plex Superfund Site Project Manager



CARMEN E. COTTO
Notary Public
Commonwealth of Massachusetts
My Commission Exp. 4/21/2017

BOTH WAYS

I HEREBY ATTEST AND CERTIFY ON 4/27/2011
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE
AND IN MY LEGAL CUSTODY.
EUGENE C. BULLARD
JURY RECORDS
LAND COURT

BY *Eugene C. Bullard*

Doc 01563708

Southern Middlesex LAND COURT
Registry District

RECEIVED FOR REGISTRATION

On: Apr 08, 2011 at 02:20P

Document Fee 75.00

Receipt Total: \$600.00

NOTED ON: CERT 209396 BK 01177 PG 46

ALSO NOTED ON: